

FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
SEPTEMBER 3, 2013

COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:00 P.M. AND 6:00 P.M.

4:00 P.M. MEETING

Individual Items on the 4:00 p.m. meeting agenda may be postponed to the 6:00 p.m. meeting.

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. ROLL CALL

NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER

COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

MISSION STATEMENT

The mission of the City of Flagstaff is to protect and enhance the quality of life of its citizens.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

- A. Consideration and Approval of Minutes: City Council Special Meeting (Executive Session) of August 26, 2013; and the Regular Meeting of August 26, 2013.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Special Meeting (Executive Session) of August 26, 2013; and the Regular Meeting of August 26, 2013.

5. PUBLIC PARTICIPATION

Public Participation enables the public to address the Council about an item that is not on the agenda (or is listed under Possible Future Agenda Items). Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

6. PROCLAMATIONS AND RECOGNITIONS

None

7. APPOINTMENTS

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body...., pursuant to A.R.S. §38-431.03(A)(1).

None

8. LIQUOR LICENSE PUBLIC HEARINGS

None

9. CONSENT ITEMS

All matters under Consent Agenda are considered by the City Council to be routine and will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

- A. Consideration and Approval of Emergency/Sole Source Purchase:** Purchase of advertisements from Republic Media (Arizona Republic, AZCentral.com, Sedona Publishing, etc.)

RECOMMENDED ACTION:

Approve the purchase from Republic Media in an amount not to exceed \$85,000.

- B. Consideration and Approval of Contract:** CVB Online Display Advertising and Pay Per Click (PPC) Campaign Management: RFP No. 2013-46

RECOMMENDED ACTION:

Accept the proposal and approve the contract from The Reporter under Request for Proposal (RFP) No. 2013-46 in an amount not to exceed \$135,000 for fiscal year 2014.

10. ROUTINE ITEMS

- A. Consideration and Adoption of Ordinance No. 2013-06:** An Ordinance amending Flagstaff City Code Title 2, Boards and Commissions, Chapter 2-12, Transportation Commission, for the purpose of changing the membership of the Transportation Commission, and removing the Commission's appellate authority.

RECOMMENDED ACTION:

- 1) Read Ordinance No. 2013-06 by title only for the first time on September 3, 2013.
- 2) City Clerk reads Ordinance No. 2013-06 by title (if approved above)
- 3) Read Ordinance No. 2013-06 by title only for the final time on September 17, 2013.
- 4) City Clerk reads Ordinance No. 2013-06 by title only (if approved above)
- 5) Adopt Ordinance No. 2013-06 on September 17, 2013.

RECESS**6:00 P.M. MEETING****RECONVENE****NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION**

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

11. ROLL CALL

NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.

MAYOR NABOURS

VICE MAYOR EVANS

COUNCILMEMBER BAROTZ

COUNCILMEMBER BREWSTER

COUNCILMEMBER ORAVITS

COUNCILMEMBER OVERTON

COUNCILMEMBER WOODSON

12. CARRY OVER ITEMS FROM THE 4:00 P.M. AGENDA**13. PUBLIC HEARING ITEMS**

None

14. REGULAR AGENDA

None

15. DISCUSSION ITEMS

- A. Flagstaff Regional Plan Discussion #1 - Process and Introduction**

RECOMMENDED ACTION:

Discussion

B. Discussion of Election Issues**RECOMMENDED ACTION:**

Discuss and provide direction to staff

C. Discussion of Transportation Tax Proposal**RECOMMENDED ACTION:**

Direction on a proposal for addressing long term transportation needs with new revenue sources, including the need to repair, replace and maintain existing City streets.

16. POSSIBLE FUTURE AGENDA ITEMS

Verbal comments from the public on any item under this section must be given during Public Participation (#5) near the beginning of the meeting. Written comments may be submitted to the City Clerk. After discussion and upon agreement of three members of the Council, an item will be moved to a regularly-scheduled Council meeting.

A. Request by Mayor Nabours to review the ordinance prohibiting overnight RV parking on private property

B. Request by Mayor Nabours to review No Smoking Ordinance re smoking in front of a door/window of someone else's apartment door/window

C. Request by Mayor Nabours to consider possible change to transaction privilege ordinance to exempt land value from sales tax on new home construction

D. Request by Mayor Nabours to look at adopting a Community Banking Program

17. PUBLIC PARTICIPATION**18. INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, REQUESTS FOR FUTURE AGENDA ITEMS**

September 19, 2013, Council Retreat Agenda

19. ADJOURNMENT**CERTIFICATE OF POSTING OF NOTICE**

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Flagstaff City Hall on _____, at _____ a.m./p.m. in accordance with the statement filed by the City Council with the City Clerk.

Dated this _____ day of _____, 2013.

Elizabeth A. Burke, MMC, City Clerk

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 08/20/2013
Meeting Date: 09/03/2013



TITLE

Consideration and Approval of Minutes: City Council Special Meeting (Executive Session) of August 26, 2013; and the Regular Meeting of August 26, 2013.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Special Meeting (Executive Session) of August 26, 2013; and the Regular Meeting of August 26, 2013.

INFORMATION

Attached are copies of the minutes of the City Council Special Meeting (Executive Session) of August 26, 2013; and the Regular Meeting of August 26, 2013.

Attachments: [CCSM.08262013.Minutes](#)
[CCRM.08262013.Minutes](#)

MINUTES OF THE SPECIAL MEETING (EXECUTIVE SESSION) OF THE FLAGSTAFF CITY COUNCIL HELD ON MONDAY, AUGUST 26, 2013, IN THE STAFF CONFERENCE ROOM, SECOND FLOOR OF THE FLAGSTAFF CITY HALL, 211 WEST ASPEN, FLAGSTAFF, ARIZONA

1. Call to Order

Mayor Nabours called the meeting to order at 2:02 p.m.

2. Roll Call

Present:

Absent:

MAYOR NABOURS
COUNCILMEMBER BAROTZ
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

COUNCILMEMBER BREWSTER

Others present: City Manager Kevin Burke; City Attorney Michelle D'Andrea.

3. Recess into Executive Session

Mayor Nabours moved to recess into Executive Session; seconded; passed unanimously. The Flagstaff City Council recessed into Executive Session at 2:02 p.m.

4. **EXECUTIVE SESSION:**

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to Arizona Revised Statutes §38-431.03(A)(3) and (4), respectively.

i. Presidio Landscaping

ii. Baldwin Case

iii. Nackard v. City of Flagstaff

B. Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to Arizona Revised Statutes §38-431.03(A)(7).

i. Potential Lot Sales in Autopark

5. **ADJOURNMENT**

The Flagstaff City Council reconvened into Open Session at 3:06 p.m. at which time the Special Meeting of August 26, 2013, adjourned.

MAYOR

ATTEST:

CITY CLERK

MINUTES

REGULAR COUNCIL MEETING
MONDAY, AUGUST 26, 2013
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:00 P.M. AND 6:00 P.M.

1. **CALL TO ORDER**

Mayor Nabours called the meeting to order at 4:04 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. **ROLL CALL**

NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.

Present:

Absent:

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER (telephonically)
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

None

Others present: City Manager Kevin Burke; City Attorney Michelle D'Andrea.

3. **PLEDGE OF ALLEGIANCE AND MISSION STATEMENT**

The City Council and audience recited the Pledge of Allegiance and Mayor Nabours read the City's Mission Statement.

MISSION STATEMENT

The mission of the City of Flagstaff is to protect and enhance the quality of life of its citizens.

4. **APPROVAL OF MINUTES FROM PREVIOUS MEETINGS**

- A. **Consideration and Approval of Minutes:** Special Council Meeting of June 20, 2013; Special Council Meeting (Executive Session) of June 25, 2013; Special Council Meeting of June 27, 2013; Joint Work Session of July 15, 2013; and the Regular Council Meeting of July 16, 2013.

Councilmember Oravits moved to approve [the minutes of the Special Council Meeting of June 20, 2013; Special Council Meeting (Executive Session) of June 25, 2013; Special Council Meeting of June 27, 2013; Joint Work Session of July 15, 2013; and the Regular Council Meeting of July 16, 2013]; seconded; passed unanimously.

5. **PUBLIC PARTICIPATION**

Public Participation enables the public to address the Council about an item that is not on the agenda (or is listed under Possible Future Agenda Items). Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

Joanna Estes, resident, addressed the Council about the Food Safety Modernization Act and urged Council to place the Food Freedom Resolution on a future agenda for consideration.

Bill Gonzales addressed the Council asking for consideration of allowing a love conference center to be constructed in Flagstaff.

Mayor Nabours thanked Stacey Brechler-Knaggs for coordinating the City team for the Climb to Conquer Cancer; the team raised more than \$3000 for cancer research.

6. **PROCLAMATIONS AND RECOGNITIONS**

None

7. **APPOINTMENTS**

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body..., pursuant to A.R.S. §38-431.03(A)(1).

A. **Consideration of Appointments:** Parks and Recreation Commission.

Mayor Nabours moved to appoint Christopher Hughes to a term expiring August 2014, and Jessica Fitchett and Tom Ziegler to terms expiring August 2016; seconded; passed unanimously.

B. **Consideration of Appointments:** Commission on Diversity Awareness.

Mayor Nabours noted that there are a number of vacancies available on this commission, if anyone is interested in serving please submit an application by going to the City's website.

Mayor Nabours moved to appoint Jennifer McAleer and reappoint Dorothy Rissel to terms expiring February 2016; seconded; passed unanimously.

C. **Consideration of Appointments:** Industrial Development Authority.

Mayor Nabours explained that this board only meets as necessary to consider Industrial Development bonds. The terms of some of the people on this board have expired years ago and it has not been an issue because the board has not had recent business to address. Mayor Nabours requested that staff look at possibly making the Industrial Development Authority an ad hoc or standing board with interested people on standby if needed.

Councilmember Woodson noted that this board also has several vacancies and reappointments that should be pursued.

Councilmember Woodson moved to appoint Daniel Del Monaco and Alyn Rumbold to terms expiring April 2014 and reappoint Ted Dwyer to a term expiring April 2018; seconded; passed unanimously.

D. **Consideration of Appointments:** Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) Transit Advisory Committee (TAC) Citizen Appointment - Alternate.

Councilmember Brewster moved to appoint Al White to a three year term as an Alternate to expire September 2016; seconded; passed unanimously.

8. **LIQUOR LICENSE PUBLIC HEARINGS**

Councilmember Overton moved to open the Public Hearing on all three applications; seconded; passed unanimously.

Mayor Nabours explained that the Police Department, Code Enforcement and Sales Tax had offered no reasons why any of these licenses should be denied.

There was no public comment during the Public Hearing.

Mayor Nabours moved to close the Public Hearing on all three applications; seconded; passed unanimously.

- A. **Consideration and Action on Liquor License Application:** Randy Nations, "Majerle's Sports Grill", 102 E. Route 66, Series 12 (restaurant), New License.

Councilmember Overton moved to forward the application to the State with a recommendation for approval; seconded; passed unanimously.

- B. **Consideration and Action on Liquor License Application:** Jared Repinski, "Sitto's", 117 S. San Francisco St., Series 12 (restaurant), New License.

Councilmember Overton moved to forward the application to the State with a recommendation for approval; seconded; passed unanimously.

- C. **Consideration and Action on Liquor License Application:** Creag Znetko, "Senor Pickles", 7 N. San Francisco St., Series 12 (restaurant), New License.

Councilmember Overton moved to forward the application to the State with a recommendation for approval; seconded; passed unanimously.

Councilmember Barotz requested information on how many liquor licenses had been approved in the last two years in the downtown area.

Mayor Nabours requested that the total number of liquor licenses be provided with a breakdown of the licenses by type.

Additionally, Council would like to know the implications of not making a recommendation to the State.

9. **CONSENT ITEMS**

All matters under Consent Agenda are considered by the City Council to be routine and will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

- A. **Consideration and Approval of Settlement Agreement:** George Nackard v. the City of Flagstaff, CV2012-003499.

MOTION: Authorize payments not to exceed \$30,000 to settle all claims relating to this litigation.

Councilmember Woodson moved to approve Consent Agenda Items 9-A; seconded; passed unanimously.

Mayor Nabours offered that a large part of the settlement is being paid by the insurance company; the full amount not is coming from the City budget.

10. **ROUTINE ITEMS**

- A. **Consideration and Approval of Intergovernmental Agreement:** Between the City of Flagstaff (City) and Coconino County (County) for the purposes of

providing security and screening services to the Municipal Court in the form of Superior Court Bailiffs.

Court Administrator Don Jacobson provided Council with a modification to the originally submitted Intergovernmental Agreement (IGA) and a financial breakdown on the cost of the positions. The County Attorney requested changes under section 1-A that allows for the agreement to be renewed administratively or by the City Council or County Board of Supervisors.

Council inquired about the savings associated with making the sworn positions civilian. Mr. Burke stated that it was about \$20,000 per officer and the savings was in the Police Department.

Council expressed concern about the County being the actual employer of the bailiffs and how this could affect vacancies when they occur. Mr. Jacobson explained that this could be a factor if the City had hired the employees directly, however with a pool of bailiffs to pull from the City can always use them if vacancies arise. There is greater flexibility with the pool of bailiffs. Additionally, in the event that the County fails to provide the services for any reason there would be a decrease in cost and the City would bring in temporary help as needed.

Council asked about the salaries of the bailiffs and the notification of increases associated with them. Mr. Jacobson explained that the County is required to give the City ample notification on any potential increase in salary so there is time to adjust the budget and respond. Should the cost become too great the City could re-evaluate the payment of the IGA as there is a 30 day clause to exit if the need arises.

Councilmember Oravits moved to approve the Intergovernmental Agreement with Coconino County for Courthouse Bailiff Services; seconded; passed unanimously.

- B. **Consideration and Adoption of Ordinance No. 2013-18:** An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 1, Administrative Chapter 1-20, Contracts and Property Transactions, by repealing Section 1-20-001-0004 Determination of Responsibility of Bidders and providing for a new Section 1-20-001-0004 Procurement Code Manual relating to City procurements of goods, services and construction, and disposal of surplus personal property; providing for repeal of conflicting Ordinances, severability, authority for clerical corrections and establishing an effective date.

Rick Compau, Purchasing Director, explained that the proposed Ordinance will repeal current City Code provisions relating to the responsibility of Bidders and make it consistent with the Purchasing Manual that was approved in July.

Mayor Nabours moved to read Ordinance No. 2013-18 by title only for the final time; seconded; passed unanimously.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 1, ADMINISTRATIVE CHAPTER 1-20, CONTRACTS AND PROPERTY TRANSACTIONS, BY REPEALING SECTION 1-20-001-0004 DETERMINATION OF RESPONSIBILITY OF BIDDERS AND PROVIDING FOR A NEW SECTION 1-20-001-0004 PROCUREMENT CODE MANUAL RELATING TO CITY PROCUREMENTS OF GOODS, SERVICES AND CONSTRUCTION, AND DISPOSAL OF SURPLUS PERSONAL PROPERTY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS AND ESTABLISHING AN EFFECTIVE DATE.

Mayor Nabours moved to adopt Ordinance No. 2013-18; seconded; passed unanimously.

RECESS

The Flagstaff City Council meeting of August 26, 2013, recessed at 4:44 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Nabours reconvened the Meeting of August 26, 2013, at 6:07 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

11. ROLL CALL

NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.

Present:

Absent:

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER (telephonically)
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

None

Others present: City Manager Kevin Burke and City Attorney Michelle D'Andrea.

12. **CARRY OVER ITEMS FROM THE 4:00 P.M. AGENDA**

None.

13. **PUBLIC HEARINGS**

None.

14. **REGULAR AGENDA**

- A. **Consideration and Adoption of Resolution No. 2013-21:** A resolution of the Council of the City of Flagstaff, Arizona, repealing resolution Nos. 1422, 1534, and 1674 adopted by the Flagstaff City Council respectively on September 17, 1985, February 16, 1988, and June 19, 1990, regarding the Real Estate Proceeds Trust Fund.

Management Services Director Barbara Goodrich provided a PowerPoint presentation outlining the proposed changes to the Real Estate Proceeds Trust Fund.

- ▶ WHY ARE WE DOING THIS?
- ▶ HISTORY
- ▶ CURRENT REQUEST
- ▶ OPTIONS

Lease proceeds do not go into the Real Estate Proceeds Trust Fund, they are instead put into the General Fund.

Mayor Nabours stated that some of the proceeds in the fund are already restricted and asked if the Resolution would change that. Ms. Goodrich responded no; the restrictions would remain intact. Mayor Nabours also stated that all lands sales must be approved by Council and asked if that would be the time to designate proceeds for a certain purpose. Ms. Goodrich responded that Council has that ability now and that would not change.

Vice Mayor Evans stated that she would like an amendment to this resolution to state that the use of any proceeds has to be designated at the time of sale. Mayor Nabours stated that the Council already has that option on any sale; the Council would discuss whether or not to designate the funds and for what.

Mr. Burke offered that there is a safeguard when the land is being sold where Council can make the statement in the ordinance authorizing the sale. The other safeguard is the budget, when Council goes to expend the dollars from the fund the Council will have to make the designation in the budget documents.

Councilmember Overton moved to read Resolution No. 2013-21 by title only; seconded; passed 6 – 1 with Vice Mayor Evans casting the dissenting vote.

A RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, REPEALING RESOLUTION NOS. 1422, 1534, AND 1674 ADOPTED BY THE FLAGSTAFF CITY COUNCIL RESPECTIVELY ON SEPTEMBER 17, 1985, FEBRUARY 16, 1988, AND JUNE 19, 1990, REGARDING THE REAL ESTATE PROCEEDS TRUST FUND.

Councilmember Overton moved to adopt Resolution No. 2013-21; seconded; passed 6 – 1 with Vice Mayor Evans casting the dissenting vote.

- B. **Consideration of Ordinance No. 2013-20:** An Ordinance adopting the prohibition of intentionally, knowingly or recklessly feeding wildlife.

Deputy Police Chief Walt Miller introduced Larry Phoenix, Field Supervisor of Arizona Game and Fish Department in Flagstaff, and Marianne Sullivan, Assistant City Attorney. Deputy Chief Miller provided a PowerPoint presentation on the ordinance proposed for the outdoor feeding of wildlife.

- ▶ OUTDOOR FEEDING & PROTECTION OF WILDLIFE ORDINANCE
- ▶ PUBLIC OUTREACH
- ▶ WHY AN ORDINANCE?

Mr. Phoenix continued the presentation.

- ▶ DISEASE PROBLEMS
- ▶ WHAT ARE YOUR NEIGHBORS DOING?

Deputy Chief Miller continued the presentation.

- ▶ OTHER ORDINANCES/LAWS
- ▶ THE ORDINANCE
 - EXCEPTIONS
- ▶ ENFORCEMENT ACTIONS
- ▶ QUESTIONS

Vice Mayor Evans asked if the ordinance would include the feeding of stray cats in the neighborhood. Deputy Chief Miller responded no, this ordinance would not prohibit that activity.

Vice Mayor stated that several times during the presentation there was reference to eliminating disease and spread of disease; tree squirrels and rodents carry many diseases, and she asked for an explanation on why the ordinance is not concerned with them. Mr. Phoenix responded that the intent is not to hamper the normal feeding of birds and this includes feeding the tree squirrels as well. The squirrels are not considered to be the problem.

Vice Mayor Evans pointed out that the Arizona Game and Fish Department (AZGFD) considers water and access to water an attractant and that those things should be removed to discourage the attractant of wildlife. She would like to know how the ordinance would address giving access to water. Mr. Phoenix responded that the ordinance is not to stop a city from being a city. Cities have

ponds, lakes, etc. The ordinance is to address the humans deliberately feeding wildlife.

Vice Mayor Evans asked how the ordinance would affect the planting of native plants to attract wildlife as suggested on the AZGFD website. Mr. Phoenix offered that the ordinance is not attempting to prevent people from enjoying their landscape, it is an attempt to prevent the deliberate feeding and hand feeding that cause the animals to be habituated to humans.

Vice Mayor Evans then asked about fruit that falls from trees; seniors and people with disabilities may have difficulty with removing that fallen fruit. Mr. Phoenix indicated that it would have to first cause an issue with the wildlife and someone would have to call AZGFD to report. An officer would notify the individual and give time to rectify the situation. It is ultimately the responsibility of the individual to make arrangements to have the fruit picked up if they are unable.

Vice Mayor Evans asked for examples of other crimes that would result in a \$750 fine and 30 days in jail. Ms. Sullivan offered third degree trespassing and criminal damage as examples. Class 3 is the lowest misdemeanor crime. With any misdemeanor offense it is up to the judge to decide the punishment up to \$750 and 30 days in jail.

Vice Mayor Evans asked about Coconino County and their stance on the matter. Deputy Chief Miller stated that there had been conversations with the Sheriff's department recently and they are in favor of moving forward with discussions with the Board of Supervisors and would be in favor of an ordinance. Mr. Phoenix added that the AZGFD had gone to the Board of Supervisors on three separate occasions and for reasons unknown the Health Department was not as cooperative in getting the ordinance through. The issues exist mainly within the City limits and not the unincorporated areas in the county.

Vice Mayor Evans asked for information on deer or elk attacks on humans. Mr. Phoenix stated that there have been situations where AZGFD have responded to cases where wildlife has been aggressive to humans.

Councilmember Barotz asked about the 60 day period to remediate and what happened on the 61st day. Ms. Sullivan responded that the process would start over if reported on the 61st day; one way to address that would be to extend the waiting period.

The following individuals spoke against the wildlife feeding ordinance:

- Joe Ray
- Joe Farnsworth
- Luis Anderson
- Shireene Higgins

The following individuals spoke in favor of the wildlife feeding ordinance:

- Lou Diesel

- Dan Caputo
- Arizona State Representative Bob Thorpe

Councilmember Barotz stated that exception number five should be reworded to reduce the burden of picking fallen fruit up off the ground.

Councilmember Oravits suggested removing exception number five all together as it is a seasonal thing and not an ongoing problem.

Mayor Nabours suggested that the exception should be growing plants or the parts that have dropped directly from that plant.

Mayor Nabours moved to read ordinance by title only amending Section B with option three; changing exception five to read “growing plants or parts of growing plants or the parts that have dropped directly from that plant”; and increase the days in Section H - 2 to 90 days; seconded.

Vice Mayor Evans expressed her curiosity about a lot of the facts with the conversation. She does not understand the disconnect with the water in the community as well as not including squirrels. Additionally, she would like to understand why it is difficult for an Homeowners Association to change its bylaws to allow fences. The City is going to have a law on the books that is aimed at a couple of people and there is concern that this is how abuses start happening. She is not in support of the ordinance.

Councilmember Oravits indicated that the intention of the ordinance is good but he has concerns with the way it is written; he would support looking at it again but he is not supportive of the way it is now.

Councilmember Barotz commented that the Council has spent considerable time considering this ordinance, but rejected an opportunity to even discuss a texting while driving ordinance that would protect human life. She will vote to support in the spirit of modifying language with the second read.

The motion passed 5 - 2 with the following roll call vote:

Councilmember Barotz	YES
Councilmember Brewster	YES
Councilmember Oravits	NO
Councilmember Overton	YES
Councilmember Woodson	YES
Mayor Nabours	YES
Vice Mayor Evans	NO

AN ORDINANCE AMENDING TITLE 6, POLICE REGULATIONS, CHAPTER 6-01, GENERAL OFFENSES, BY ADDING SECTION 6-01-001-0023, PROHIBITING THE FEEDING OF WILDLIFE WITHIN FLAGSTAFF CITY LIMITS; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE.

A break was held from 7:32 p.m. – 7:43 p.m.

- C. **Consideration and Adoption of Ordinance No. 2013-19:** An ordinance adopting the *"2009 Energy Code and the 2013 Amendments to City Code/2009 Energy Code, Title 4, Building Regulations,"* by reference and fixing the effective date thereof; repealing all sections of said code in conflict with this ordinance; preserving rights and duties that have already matured and proceedings that have already begun thereunder and providing penalties for the violation thereof.

Building Official Mike Sheu provided a very brief update and opened the floor for questions.

The following individuals spoke against adopting the 2009 Energy Codes:

- Gaylord Staveley
- Joy Stavelly
- Terry O'Neal
- Joanna Estes

The following individuals spoke in favor of adopting the 2009 Energy Codes:

- Vance Peterson
- David McCain

Mayor Nabours stated that staff has compiled a list of available energy efficiency rebates and incentives and it is available on the City's website. There also seems to be some confusion on remodeling and how much of a home must be brought up to code in order to remodel. Mr. Scheu explained that the portion of the home that is permitted for remodel is the only portion that must be brought up to code. An example would be if someone is re-roofing their house, they would not need to bring the attic up to code. If someone is doing an addition such as a bedroom, that area is the only area that is required to be up to the current code.

Mayor Nabours stated that there has been a lot of discussion with the residential aspects of the Energy Code; in reviewing the code for commercial requirements, there is a table that dictates how many lumens a commercial building can have. It seems that it is the architects' job to determine how much lighting is needed and where.

Mayor Nabours moved to delete the interior lighting schedule in Section 505.5 and read Ordinance 2013-19 by title only for the final time; seconded.

Mr. Scheu suggested that if the table is deleted it would make sense to just delete the entire section of 505.5.

Councilmember Barotz stated that she does not feel comfortable with the deletion as she has not had time to research it fully. She will be voting no because she is unable to make a decision on a very technical amendment and would have voted yes to the code as it was originally voted on at the first read.

Mayor Nabours amended his motion to delete section 505.5 in its entirety and read Ordinance No. 2013-19 by title only for the final time; seconded as amended; passed 5-2 with the following roll call vote:

Councilmember Brewster	YES
Councilmember Oravits	YES
Councilmember Overton	YES
Councilmember Woodson	YES
Mayor Nabours	YES
Vice Mayor Evans	NO
Councilmember Barotz	NO

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, ADOPTING THE "2009 ENERGY CODE AND THE 2013 AMENDMENTS TO CITY CODE/2009 ENERGY CODE, TITLE 4, BUILDING REGULATIONS", BY REFERENCE AND FIXING THE EFFECTIVE DATE THEREOF; REPEALING ALL SECTIONS OF SAID CODE IN CONFLICT WITH THIS ORDINANCE; PRESERVING RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN THEREUNDER AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF (AS AMENDED).

Mayor Nabours moved to adopt Ordinance No. 2013-19 as stated and amended; seconded; passed unanimously with the following roll call vote:

Councilmember Oravits	YES
Councilmember Overton	YES
Councilmember Woodson	YES
Mayor Nabours	YES
Vice Mayor Evans	YES
Councilmember Barotz	YES
Councilmember Brewster	YES

15. **DISCUSSION ITEMS**

A. **Discussion of 2013 Resident Survey**

Kim Ott, Assistant to the City Manager for Communications, addressed Council to discuss the selection of a vendor for the 2013 Citizen's Survey and review the questions.

Ms. Ott stated that it has been over a year since the City went out to bid for a vendor on the Citizen Survey. There were 19 responses which were narrowed down to five finalists, then narrowed down again to three. After a thorough review National Research Center (NRC) was selected. Ms. Ott reviewed the various qualifications of NRC.

Ms. Ott stated that in order to maximize the data a mail survey is the desired tool to make sure they are getting all elements of the community. Additionally, mail in surveys generates more honest/candid responses. Many people do not have

land lines any longer and it is getting harder and harder to get people to respond to phone surveys. In 1997 the telephone survey response was 37% and today it is 9% participation. With a mail in survey the anticipated response is 25-40%.

Council asked about how the information was going to be used. Ms. Ott stated that the report is distributed internally to Divisions as well as to the Council. The results allow staff to gauge over time the responses of the community and address trends and discrepancies. There are some very pointed questions where the intent is to gauge citizen input on ballot issues. This information was helpful and used in the last election for the BBB tax.

Council expressed concern over the wording of many of the questions and that they lacked context. Council did not feel that many of questions would garner responses that would be useful. Making decisions based on bad information can be detrimental. It was suggested that the wording be re-evaluated to make sure the intent is clear.

Council inquired about the timeline. Ms. Ott offered that once approved by Council the survey will be finalized and translated to Spanish. The survey period will be from September 23, 2013 through November 8, 2013. A postcard will be sent out to the selected survey participants to notify them that they were selected and that a survey would be coming in the mail. There will also be a web option for those that would like to submit the survey online.

Ms. Ott stated that it is possible to extend the timeline if Council wanted more time to look at the questions and the wording. There is one time sensitive question related to the transportation tax that would miss the deadline but if Council felt that more time is needed, that can be arranged.

There was additional discussion about not doing the survey at all and reallocating the funds to other things. The feedback is important to Council and staff and it is a useful tool. While some of the questions may provide some meaningless information it is important to get the survey done in the original time frame.

Mayor Nabours asked Council to provide Ms. Ott with any comments and suggestions as soon as possible for consideration and directed staff to move forward with the prescribed time line.

16. **POSSIBLE FUTURE AGENDA ITEMS**

Verbal comments from the public on any item under this section must be given during Public Participation (#5) near the beginning of the meeting. Written comments may be submitted to the City Clerk. After discussion and upon agreement of three members of the Council, an item will be moved to a regularly-scheduled Council meeting.

A. **Local Food Production Resolution requested by Councilmember Oravits**

Councilmember Oravits asked for Council to support putting this item on a future agenda for discussion. The Resolution would encourage food production and

reaffirm the right for people to raise their own food on their own land in accordance with City code. The Sustainability Commission unanimously supported the resolution in addition to a number of people from the community.

Councilmember Barotz stated that she supports the rights of people to grow their food, but is not sure that is what the resolution says. Because of the way the resolution is worded she is uncomfortable with it moving forward and would not be supportive of putting it on a future agenda.

Councilmember Oravits stated that he is not asking for direct support today, the document is a draft that is open for rewording and further research.

Vice Mayor Evans requested the minutes from the Sustainability Commission that discussed the resolution.

Councilmember Brewster and Mayor Nabours voiced their support in moving the item to a future agenda. With three in support, Mayor Nabours asked that the item be scheduled on a future agenda.

Mr. Burke requested that staff put an analysis together that takes the resolution submitted and identify what conflicts there are with the currently existing codes and identifying what is in the code that may be limiting. It will not be a recommendation but informational for Council.

Councilmember Barotz asked that the analysis be applied to both the whereas and therefore statements.

17. **PUBLIC PARTICIPATION**

Terry O'Neal, resident, offered a thank you Vice Mayor Evans for the research she did earlier on the wildlife ordinance.

18. **INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, REQUESTS FOR FUTURE AGENDA ITEMS**

Councilmember Brewster requested information about enrolling Flagstaff in the 2013 Earth Hour City Challenge; the challenge encourages businesses and residents to turn off the lights for one hour. She asked if it would be possible for staff to look at this further to see if it is something worth doing.

Councilmember Brewster also suggested to the Mayor to propose hosting the League of Cities and Towns in Flagstaff next year as a way for people to get out of the heat during the summer.

Mark Woodson reported that he had constituents contact him about issues at Heritage Square; he would like to have a discussion about the downtown policies and how the City deals with permits in the downtown area sometime in the future.

Mr. Burke stated that staff is working on a downtown street closure item and that a public meeting/open house is scheduled for this week to gather information. This may address some of the issues but not all of them.

Vice Mayor Evans stated that she had heard that City staff is working with the Chamber on an earth weekend type of event; it appears that they are looking to extend the Earth Hour challenge to an entire weekend.

Vice Mayor Evans also reported that there needs to be a change of traffic sign placed on Birch between Verde and Elden. It is now a two way road and people are thinking that it is still one way. Signs are needed to make the public aware of the change.

Councilmember Barotz attended the ribbon cutting ceremony for the Modern Grove Eatery and one of the co-owners had nothing but praise for the City of Flagstaff Economic Vitality staff.

Councilmember Barotz also received great feedback from the Museum of Northern Arizona and thanked Mike Sheu and Karl Eberhard for all their work.

Councilmember Barotz requested a copy of the study on composting.

Councilmember Barotz announced that she is joining the board of NACET next week and has accepted a position with the Museum of Northern Arizona to help move the museum to the next level.

Councilmember Overton reported that he attended an Arizona Game and Fish hearing and that it was a great event to participate in. They talked a lot about urban boundaries and the Regional Plan. There was also a lot of discussion about the Forest Service Travel Management Plan. He feels that it would be in the City's best interest to have Earl Stewart with the Forest Service come and give an update on where they are at with the plan. It is a confusing topic and he would like to see where they are going with it.

Mayor Nabours made the following possible future agenda item requests to appear on Section 16 of the agenda.

- Review of the ordinance that prohibits overnight RV parking in private property with the permission of the property owner such as Wal-Mart.
- The non – smoking ordinance has nothing that prohibits smoking in front of a door or window of someone else's apartment door or window within an apartment complex.
- Look at a possible change to transaction privilege ordinance, to exempt land value from sales tax on new home construction.
- Look at the adoption of community banking program. Tucson has this, it is where the city deposits money with a bank, bank is then obligated to use that deposit to make local business loans.

Mayor Nabours also reported that at The Modern Grove there is an item called the "Mayors Pizza" and when ordered a part of the proceeds go to the Flagstaff Lions Club.

19. **ADJOURNMENT**

The Regular Meeting of the Flagstaff City Council of August 26, 2013, adjourned at 9:30 p.m.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

ARIZONA)
) ss.
Coconino)

I, ELIZABETH A. BURKE, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the meeting of the Council of the City of Flagstaff held August 26, 2013. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 3rd day of September, 2013.

CITY CLERK

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Heather Ainardi, Marketing Manager
Co-Submitter: Heidi Hansen, CVB Director
Date: 08/16/2013
Meeting Date: 09/03/2013



TITLE:

Consideration and Approval of Emergency/Sole Source Purchase: Purchase of advertisements from Republic Media (Arizona Republic, AZCentral.com, Sedona Publishing, etc.)

RECOMMENDED ACTION:

Approve the purchase from Republic Media in an amount not to exceed \$85,000.

Policy Decision or Reason for Action:

This action will allow the Convention and Visitors Bureau (CVB) to place published and online advertisements in target markets in accordance with the media plan proposed during the annual FY 2014 budget process throughout the upcoming fiscal year.

Subsidiary Decisions Points: None

Financial Impact:

The \$85,000 for advertising with Republic Media is allocated in the CVB's FY 2014 media plan and corresponding marketing budget (053-8402-650-2802).

Connection to Council Goal:

Retain, expand, and diversify economic base

Has There Been Previous Council Decision on This:

Yes. Each year the City Council reviews this sole source advertising purchase. Each year that it has been presented to City Council, it has been approved with no amendments.

Options and Alternatives:

Option A: Approve the purchase of advertisements from Republic Media Advertising

Option B: Amend the FY 2014 Media Plan and corresponding Republic Media allocations.

Option C: Reject purchase of advertisements from Republic Media Advertising.

Background/History:

The Flagstaff CVB develops and executes a comprehensive media plan each year in order to generate interest in our Flagstaff destination and promote overnight travel. In addition to developing the media plan, the CVB also generates all of the creative elements of the advertising campaign.

Key Considerations:

Per the proposed FY 2014 Media Plan, the CVB places advertising with Republic Media outlets throughout the year. In order to place these ads, the CVB must contract with these outlets early in the fiscal year. By signing an annual contract with Republic Media, the CVB will secure much more favorable rates and reach potential travelers in the targeted markets.

Expanded Financial Considerations:

The CVB is responsible for executing an aggressive and targeted marketing campaign which will attract overnight visitation and increase BBB revenues. These BBB revenues are a critical component in creating a sustainable community, as they fund arts and science initiatives, beautification projects, economic development, parks and recreation programs, and future tourism promotion.

It is anticipated that the total media plan for FY 2014, as outlined in the attachment, will be approximately \$525,000 as budgeted. The cost of the Republic Media contract will not exceed \$85,000. The Arizona Republic is the state's largest newspaper with a Sunday circulation of 463,000 and AZCentral.com is the newspaper's corresponding website. In addition to these outlets, the CVB also places advertisements in La Voz, a Spanish language publication that is distributed in the Tucson and northern Mexico region, as well as Sedona Publishing outlets.

The CVB places advertising in more than 75 publications throughout the world, in addition to working with an online ad display network which places online ads throughout their network of websites, including Google, Yahoo, Bing, Facebook and more. These efforts are supplemented with a search pay-per-click (PPC) campaign and additional marketing, sales and public relations efforts.

Community Benefits and Considerations:

By advertising with Republic Media and others, Flagstaff is promoted as a year-round visitor destination. The goal of the CVB's advertising is to increase overnight visitation to Flagstaff, thereby generating BBB tax revenues to be reinvested in the community.

Community Involvement:

Consult - The CVB budget, which included the proposed FY 2014 media plan, was presented to the Tourism Commission on May 28, 2013, and was recommended by the Commission..

Collaborate - The proposed media plan includes opportunities for cooperative marketing in order to gain coverage of Flagstaff as a destination and with our partners.

Attachments: [Republic Media - AZCentral.com IO](#)
 [Republic Media - AZ Republic IO](#)
 [Republic Media - Sedona Publishing IO](#)

Advertising Agreement

Company Name: Flagstaff CVB	Account # 109321
Address: 211 W Aspen Ave	Agreement ID#
City, State, ZIP: Flagstaff, Arizona 86001	Phone: 928 . 779 . 7628
Attention: Heather Ainardi	Fax:

Jason Fair – Digital Media

THIS ADVERTISING AGREEMENT (“Agreement”) effective on July 24, 2013, by and between Gannett Corp., 200 E. Van Buren Street, Phoenix, AZ. 85004, Publisher of The Arizona Republic newspaper and azcentral.com, a website on the World Wide Web (hereinafter “Publisher”) and Flagstaff CVB, hereinafter the “Advertiser”).

SPECIFICS OF THE AGREEMENT:

FINAL 2013-2014

July 15-31st

Monthly				
Sections/Targeting	Ad Sizes	Impressions	CPM	Cost
Travel Section	300x250, 160x600, 728x90, 300x600	25,000	\$ 12	\$ 300
Things To Do - Events	300x250, 160x600, 728x90, 300x600	55,000	\$ 12	\$ 660
News	300x250, 160x600, 728x90, 300x600	100,000	\$ 8	\$ 800
Reskin - News (1x) and Travel Section (1x) 7/24	Custom	45,000		\$ 2,100
Monthly		225,000		\$ 3,860
Added Value		Value		
Travel Section	FIXED 120x90	25,000		\$ 250
Travel Newsletter	Image and URL LINK	10,000		\$ 250

August

Monthly				
Sections/Targeting	Ad Sizes	Impressions	CPM	Net Cost
Travel Section	300x250, 160x600, 728x90, 300x600	50,000	\$ 12	\$ 600
Things To Do - Events	300x250, 160x600, 728x90, 300x600	110,417	\$ 12	\$ 1,325
News	300x250, 160x600, 728x90, 300x600	200,000	\$ 8	\$ 1,600
Reskin - News (1x) and Travel Section (1x) 8/8	Custom	45,000		\$ 2,100
Monthly		405,417		\$ 5,625
Added Value		Value		
Travel Section	FIXED 120x90	25,000		\$ 250
Travel Newsletter	Image and URL LINK	10,000		\$ 250
ROS	300x250, 160x600, 728x90	50,000		\$ 250

September

Monthly				
Sections/Targeting	Ad Sizes	Impressions	CPM	Net Cost
Things To Do - Events	300x250, 160x600, 728x90, 300x600	110,417	\$ 12	\$ 1,325
News	300x250, 160x600, 728x90, 300x600	200,000	\$ 8	\$ 1,600
Reskin - News (1x) and Travel Section (1x) 9/18	Custom	45,000		\$ 2,100
		Monthly	355,417	\$ 5,025
Added Value			Value	
Travel Section	FIXED 120x90	25,000		\$ 250
Travel Newsletter	Image and URL LINK	10,000		\$ 250
ROS	300x250, 160x600, 728x90	50,000		\$ 250

October

Monthly				
Sections/Targeting	Ad Sizes	Impressions	CPM	Net Cost
Things To Do - Events	300x250, 160x600, 728x90, 300x600	110,417	\$ 12	\$ 1,325
News	300x250, 160x600, 728x90, 300x600	200,000	\$ 8	\$ 1,600
Reskin - News (1x) and Travel Section (1x) 10/9	Custom	45,000		\$ 2,100
		Monthly	355,417	\$ 5,025
Added Value			Value	
Travel Section	FIXED 120x90	25,000		\$ 250
Travel Newsletter	Image and URL LINK	10,000		\$ 250
ROS	300x250, 160x600, 728x90	50,000		\$ 250

December

Monthly				
Sections/Targeting	Ad Sizes	Impressions	CPM	Net Cost
Things To Do - Events	300x250, 160x600, 728x90, 300x600	110,417	\$ 12	\$ 1,325
News	300x250, 160x600, 728x90, 300x600	200,000	\$ 8	\$ 1,600
Mobile Ads - yahoo and azc	300x50 and 320x50	225,000	\$ 12	\$ 2,700
		Monthly	535,417	\$ 5,625
Added Value			Value	
Travel Section	FIXED 120x90	25,000		\$ 250
Travel Newsletter	Image and URL LINK	10,000		\$ 250
ROS	300x250, 160x600, 728x90	50,000		\$ 250

March

Monthly				
Sections/Targeting	Ad Sizes	Impressions	CPM	Net Cost
Things To Do - Events	300x250, 160x600, 728x90, 300x600	110,417	\$ 12	\$ 1,325

News	300x250, 160x600, 728x90, 300x600	200,000	\$ 8	\$ 1,600
Monthly		310,417	\$ 2,925	
Added Value			Value	
Travel Section	FIXED 120x90	25,000		\$ 250
Travel Newsletter	Image and URL LINK	10,000		\$ 250

May

Monthly				
Sections/Targeting	Ad Sizes	Impressions	CPM	Net Cost
Things To Do - Events	300x250, 160x600, 728x90, 300x600	110,417	\$ 12	\$ 1,325
News	300x250, 160x600, 728x90, 300x600	200,000	\$ 8	\$ 1,600
Reskin - News (1x) 5/22 Travel Section (1x) 5/29	Custom	45,000		\$ 2,100
Mobile Ads - yahoo and azc	300x50, 320x50	50,000	\$ 12	\$ 2,100
Monthly		405,417	\$ 7,125	
Added Value			Value	
Travel Section	FIXED 120x90	25,000		\$ 250
Travel Newsletter	Image and URL LINK	10,000		\$ 250
ROS	300x250, 160x600, 728x90	50,000		\$ 250

June

Monthly				
Sections/Targeting	Ad Sizes	Impressions	CPM	Net Cost
Things To Do - Events	300x250, 160x600, 728x90, 300x600	110,417	\$ 12	\$ 1,325
News	300x250, 160x600, 728x90, 300x600	200,000	\$ 8	\$ 1,600
Reskin - News (1x) 6/12 Travel Section (1x) 6/14	Custom	45,000		\$ 2,100
Mobile Ads - yahoo and azc	300x50, 320x50	50,000	\$ 12	\$ 600
Monthly		405,417	\$ 5,625	
Added Value			Value	
Travel Section	FIXED 120x90	25,000		\$ 250
Travel Newsletter	Image and URL LINK	10,000		\$ 250
ROS	300x250, 160x600, 728x90	50,000		\$ 250

Months: July, August, Sept, Oct, Dec, March,
May and June

Dark Months: Nov, Jan, Feb, April

Total \$ 40,835

TERMS AND CONDITIONS

1. Ad Preparation. Publisher will collect photographs or images, data and other materials necessary to prepare an ad for publication. Ads will not be built or published until this Agreement is completed and executed and the attached Advertiser Fulfillment Form is accurately completed.
2. Azcentral.com is committed to adhering to Internet Advertising Bureau standards for ad sizes. If standards change during the life of this contract, Advertiser grants azcentral.com the right to switch the campaign to IAB standard sizes that most closely approximate the advertiser's existing advertisements.
3. Publisher's Rate Card: If this Agreement calls for placement of ads within the Arizona Republic newspaper, the terms and conditions of the newspaper's rate card, a copy of which has been provided to the Advertiser, are incorporated herein by reference. If any terms or conditions of the rate card conflict with the terms of the Agreement, the terms of this Agreement shall govern. Publisher may revise rates for this Agreement and/or its advertising rate card at any time upon 30 days' written notice to Advertiser and the Advertiser may, without penalty, cancel this Agreement at any time prior to the time the new rates become effective upon prior written notice to Publisher.
4. Short rating: If, at expiration of original term, Advertiser shall have used fewer dollars, space, or insertions (or for other volume measurement stated above), whichever is applicable, to the extent that a different rate would be applicable according to the newspaper's current rate card or this Agreement, Advertiser's rate for all space/insertions used during the year shall be increased to the appropriate rate indicated on said rate card or Agreement, and Advertiser shall pay the difference or liquidated damages, whichever is less. In any case, the rate charged will not exceed the costs of continuing the Agreement in force until its expiration date.
5. Right to Edit or Reject: Publisher may, in its sole discretion, edit, classify, or reject at any time any advertising submitted by Advertiser. Without limiting said right to edit or reject advertising, azcentral.com will follow the ad standards set forth for The Arizona Republic newspaper. Azcentral.com will never knowingly accept an advertisement that might be considered misleading, fraudulent, illegal, unfair, suggestive or in bad taste. Some, but not all, standards for advertising are:
 - a. Adult movies, toys and products (e.g. rental or sale of movies rated "X," pornography, or unrated movies), are not acceptable. Any photos, illustrations or copy for any ads involving adult entertainment or personal services that are sexually suggestive are not acceptable.
 - b. Contests involving games of chance run by private individuals or for-profit commercial organizations are not acceptable. Advertising for contests sponsored by tax exempt, charitable organizations or an arm of the state, county or local government will be accepted.
 - c. Liquor advertising is acceptable only from advertisers who are brand producers or who have an Arizona State Liquor License
 - d. Ads that refer or link to a competitive URL are not acceptable. Competitive URLs include, but are not limited to, any URL for aggregators of advertising for autos, employment, real estate, travel, and general merchandise; and any aggregator of directory listings for businesses in Arizona.
6. Payment for Advertising: Advertiser shall pay for the advertising purchased under this Agreement according to the terms indicated on Publisher's invoices/billing statements. If Advertiser fails to timely pay as provided for in the invoices/billing statements, Publisher may reject advertising copy and/or immediately cancel this Agreement and Advertiser agrees to indemnify Publisher for all expenses incurred in connection with the collection of amounts payable under this Agreement, including court costs and attorneys' fees. If this Agreement is canceled due to the Advertiser's failure to timely pay, Publisher may rebill the Advertiser at the open or earned contract rate, whichever is applicable. Stated rates for all contract advertising services are conditional on subsequent payment by cash, check, or EDI. Rates for services paid for by other means are subject to an additional 3%.
7. Joint and Several Liability. If Advertiser utilizes an agency ("Agency"), Advertiser and Agency shall be jointly and severally liable for complying with all the terms of this Agreement, including payment for all advertising. Agency commissions, if any, shall apply to all advertising charges and adjustments under this Agreement.
8. No Sequential Liability. This Agreement renders void any statements concerning liability, which appears on correspondence from Agency or Advertiser. It is further agreed that Publisher does not accept those provisions in advertising orders or space reservations claiming sequential liability.
9. Incorrect Rates in Order Forms. When orders are forwarded by Advertiser or its Agency which contain incorrect rates or conditions, the advertising called for will be published and charged at the correct rate in force governing such advertising as provided for in Publisher's rate card, as may be revised pursuant to Paragraph (2) above, and in accordance with the conditions contained herein.
10. Typographical Errors, Incorrect Insertions or Omissions. This Agreement cannot be invalidated for typographical errors, incorrect insertions or omissions in advertising published. Publisher agrees to run a corrective advertisement for that portion

of the first insertion which may have been rendered valueless by such typographical error, wrong insertion or omission. Advertiser shall notify Publisher of such errors, and the corrective advertisement or credit shall not exceed the cost of the actual impressions attributed to the error. Publisher shall not be liable to Advertiser for any loss that results from the incorrect publication (including, without limitation, typographical errors), incorrect insertion or omission of Advertiser's advertisements. Any claim for credit must be received by Publisher within thirty (30) days from the start of the advertising campaign or be deemed waived.

11. Disclaimer, Limitation of Liability and Indemnification Publisher makes no guarantees to Advertiser as to the level of reach, distribution, leads, revenues, traffic or business to be derived from placement of ad(s) on azcentral.com. Publisher is not liable, except as set forth in Paragraph (12), for any delayed delivery or non-delivery of ads due to acts of God, action by any governmental or quasi-governmental agency, other force majeure, network difficulty, or other acts beyond the control of Publisher. Advertiser agrees to indemnify, defend and hold harmless Publisher from all claims (whether valid or invalid), suits, judgments, proceedings, losses, damages, cost and expenses, of any nature whatsoever (including reasonable attorneys' fees) for which the Publisher or any of its affiliates may become liable by reason of Publisher's publication of Advertiser's advertising.
12. Ownership of Advertising Copy. All advertising copy, which represents the creative effort of the Publisher and/or the utilization of creativity, illustrations, labor, composition or material furnished by it, is and remains the property of the Publisher, including all rights of copyright therein. Advertiser understands and agrees that it cannot authorize photographic or other reproduction, in whole or in part, of any such advertising copy for use in any other medium without the Publisher's prior written consent. Advertiser will retain ownership of all materials in the form delivered to Publisher and any existing trade or service marks that it already owns and hereby provides a limited world wide, royalty-free license to Publisher to use, sublicense and/or distribute.
13. Taxes. If any federal, state or local taxes are imposed on the printing of advertising material or on the sale of advertising space, such taxes shall be assumed and paid by Advertiser.
14. Assignment. This Agreement may not be assigned or transferred by Advertiser or Agency.
15. No brokering. Brokering of web space in any form is expressly forbidden. Publisher reserves all rights to advertising sale and placement within azcentral.com
16. Credit Check. The effectiveness of this Agreement is subject to a satisfactory credit check on Advertiser and/or Agency or prepayment will be required.
17. Entire Agreement. This Agreement constitutes the complete understanding of the parties and supersedes all prior agreements, understandings, negotiations and/or arrangements between the parties and cannot be amended except in writing and signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, duly authorized representatives of the parties have executed this Agreement as of the date noted below.

ADVERTISER

By _____
Signature (& title of corporate officer, partner or sole owner) (Please print name after signature) (Date signed)

AGENCY (if applicable)

By _____
Signature of authorized Agency representative (Please print name after signature) (Date signed)

PUBLISHER

By _____
Azcentral.com sales executive (Please print name after signature) (Date signed)

By _____
Azcentral.com sales manager (Please print name after signature) (Date signed)

The Arizona Republic

200 E. Van Buren Street
Phoenix, AZ 85004

Angelic Murillo Estrada

Multi-Media Account Executive, Tourism
602.444.4384 direct – 602.444.8691 fax
[Email: aestrada@republicmedia.com](mailto:aestrada@republicmedia.com)

Mary Gorlewski

Account Manager
602.444.8124

Heather Ainardi

Flagstaff Convention and Visitors Bureau
Acct. # 109321

Insertion Order

Day	Date	Section	Ad Size		Color	Net
			Inches	Inches		
Sunday	7/28/2013	Front Page Box-Sun. Travel	2 col.(3.25")	3.75	FC	\$2,500.00
Friday	8/2/2013	La Voz	2 col.(3.25")	7	FC	\$0.00
Saturday	8/3/2013	Explore AZ-Road Trip	6 col.(10")	3.5	FC	\$2,000.00
Saturday	8/24/2013	Explore AZ-Road Trip	6 col.(10")	3.5	FC	\$2,000.00
Sunday	9/22/2013	Strip Ad- Sun. Travel	6 col.(10")	3	FC	\$3,000.00
Friday	9/27/2013	La Voz	2 col.(3.25")	7	FC	\$0.00
Wednesday	10/2/2013	Community Zone-	4 col.(10")	4.938	FC	\$0.00
Wednesday	10/2/2013	Community Zone-	4 col.(10")	4.938	FC	\$0.00
Wednesday	10/2/2013	Community Zone-	4 col.(10")	4.938	FC	\$0.00
Saturday	10/5/2013	Explore AZ-Road Trip	6 col.(10")	3.5	FC	\$0.00
Sunday	11/17/2013	Sunday Travel w/ Advertorial	2 col.(3.25")	7	FC	\$2,366.00
Friday	11/22/2013	La Voz	2 col.(3.25")	7	FC	\$0.00
Wednesday	11/20/2013	Community Zone-	4 col.(10")	4.938	FC	\$0.00
Wednesday	11/20/2013	Community Zone-	4 col.(10")	4.938	FC	\$0.00
Wednesday	11/20/2013	Community Zone-	4 col.(10")	4.938	FC	\$0.00
Wednesday	12/18/2013	Community Zone-	4 col.(10")	4.938	FC	\$0.00
Wednesday	12/18/2013	Community Zone-	4 col.(10")	4.938	FC	\$0.00
Wednesday	12/18/2013	Community Zone-	4 col.(10")	4.938	FC	\$0.00
		Spring Training Guide	2 col.(4.938")	4.938	FC	\$2,500.00
Wednesday	2/26/2014	Community Zone-	4 col.(10")	4.938	FC	\$0.00
Wednesday	2/26/2014	Community Zone-	4 col.(10")	4.938	FC	\$0.00
Wednesday	2/26/2014	Community Zone-	4 col.(10")	4.938	FC	\$0.00
Wednesday	3/5/2014	Community Zone-	4 col.(10")	4.938	FC	\$0.00
Wednesday	3/5/2014	Community Zone-	4 col.(10")	4.938	FC	\$0.00
Wednesday	3/5/2014	Community Zone-	4 col.(10")	4.938	FC	\$0.00
Wednesday	3/5/2014	Community Zone-	4 col.(10")	4.938	FC	\$250.30
Saturday	5/17/2014	Explore AZ-Road Trip	6 col. (10")	3.5	FC	\$0.00
Sunday	5/25/2014	Front Page Box- Sun. Travel	2 col.(3.25")	3.75	FC	\$2,500.00
Friday	5/30/2014	La Voz	2 col. (3.25")	7	FC	\$0.00
Wednesday	5/28/2014	Community Zone-	4 col.(10")	4.938	FC	\$250.30
Wednesday	5/28/2014	Community Zone-	4 col.(10")	4.938	FC	\$250.30
Wednesday	5/28/2014	Community Zone-	4 col.(10")	4.938	FC	\$250.30
	6/1/2014	Summer Vacation Guide	3 col. (5.728")	5	FC	\$5,055.00
Sunday	6/8/2014	Strip Ad- Sun. Travel	6 col.(10")	3	FC	\$3,000.00
Friday	6/13/2014	La Voz	2 col.(3.25")	7	FC	\$0.00
Sunday	6/15/2014	Sunday Travel w/ Advertorial	2 col.(3.25")	7	FC	\$2,366.00
Friday	6/20/2014	La Voz	2 col.(3.25")	7	FC	\$0.00
Sunday	6/22/2014	Front Page Box- Sun. Travel	2 col.(3.25")	3.75	FC	\$500.00

Friday	6/27/2014	La Voz	2 col.(3.25")	7	FC	\$0.00
Wednesday	6/25/2014	Community Zone-	4 col.(10")	4.938	FC	\$250.30
Wednesday	6/25/2014	Community Zone-	4 col.(10")	4.938	FC	\$250.30
Wednesday	6/25/2014	Community Zone-	4 col.(10")	4.938	FC	\$250.30
Saturday	6/28/2014	Explore AZ-Road Trip	6 col. (10")	3.5	FC	\$0.00
Sunday	6/29/2014	Sunday Travel w/ Advertorial	2 col.(3.25")	7	FC	\$2,366.00
Friday	7/4/2014	La Voz	2 col.(3.25")	7	FC	\$0.00

Total Investment

\$31,905.10

Please sign and fax back to authorize insertion order, thank you!

Name & title

Date



ADVERTISING CONTRACT

DATE

6/29/2013

NUMBER

3159

----- ADDRESS TO -----

Flagstaff Convention & Visitors Bureau
211 W. Aspen Ave
Flagstaff, AZ 86001

----- ADVERTISER -----

Flagstaff Convention & Visitors Bureau

AGENCY:**PUBLICATION:** SEDONA PUBLISHING COMPANY**CONTRACT BEGIN DATE:** 7/1/2013**CONTRACT EXPIRE DATE:** 6/30/2014**RATE CARD:** 2013**FREQ:**

2 Insertions

COST**CREDITS****SIZE:** Full Page, Bleed

11,940.00

COLOR: 4/C

0.00

BLEED: Y

0.00

POSITION: Cathedral Rock Bundle **GUARANTEED:** N

0.00

GROSS SPACE:

11,940.00

REP(S):

Angelic Murillo

ORDER	DATE	PUB	I.O. NUMBER	PAGE POS	COLOR	AD SIZE	SPACE TL	PREMIUMS	PROD CHG	INV TOTAL	DISCOUNTS	NET DUE
3845	7/1/2013	SEDONA PUBLISHI		Cathr 4/C	Full Page,		11,940.00	0.00	0.00	11,940.00		11,940.00
3848	7/1/2013	SEDONA PUBLISHI		Cathr 4/C	SCB, Full		0.00	0.00	0.00	0.00		0.00
3846	7/1/2013	SEDONA PUBLISHI		Cathr 4/C	DSM, Full		0.00	0.00	0.00	0.00		0.00
3847	7/1/2013	SEDONA PUBLISHI		Cathr 4/C	SVG, Full		0.00	0.00	0.00	0.00		0.00
3844	7/1/2013	SEDONA PUBLISHI		Cathr 4/C	SVM, Full		0.00	0.00	0.00	0.00		0.00
QTY OF ADS:5		TOTAL PAGES:		4.00		NET TOTAL:						11,940.00

TERMS AND CONDITIONS

- 1) AGREEMENT: The undersigned Advertiser hereby agrees to advertise in Discover Sedona Magazine (DSM), Sedona Visitors Guide (SVG), The Original Sedona Visitor Coupon Book (SCB) and The Original Sedona Visitor Map (SVM) for a period of twelve (12) months beginning July 2013. This Agreement is made between Sedona Publishing Company, Inc., hereafter referred to as "Publisher", and, Advertiser Named Above hereafter referred to as "Advertiser". As used in this Agreement, Sedona Publishing shall mean all (i) print published in all Publisher markets and (ii) content appearing on the website,
- 2) SCHEDULE OF PAYMENT: The total sum of \$ 995.00 (amount), shall be paid monthly plus all taxes required under Section 14 of this agreement. Payment for any advertising shall be due prior to ad deadline. Except for any initial charges required prior to any production work by Publisher, all other charges, such as ad design, color separation, or placement, shall be due 30 days following the publication of Advertiser's ad. Service charges of 1.5% will be added to accounts not paid within 30 days of invoicing.
- 3) CHANGES: Publisher reserves the right to change any of the rates, discounts or production dates or specifications set forth in the rate card in effect at the time of this Agreement. However, no rates will change during the distribution of an issue. Any such changes shall become effective on the date set forth on such rate card or 30 days after notification, whichever is later. In the event of such change, the Advertiser shall have the right to terminate this Agreement after the distribution of the current issue period of twelve (12) months is complete by giving Publisher written notice prior to the effective date of such change. Unless such notice is given to Publisher prior to the effective date of such change, Advertiser shall be deemed to have agreed to such change. However, the Advertisers rate(s) as stated in this agreement shall remain in force through the term of this contact.



ADVERTISING CONTRACT

DATE	NUMBER
6/29/2013	3159

----- ADDRESS TO -----

Flagstaff Convention & Visitors Bureau
211 W. Aspen Ave
Flagstaff, AZ 86001

----- ADVERTISER -----

Flagstaff Convention & Visitors Bureau

AGENCY:

4) TERM AND RENEWAL: The term of this Agreement shall be for the period set forth in Section 1 of this Agreement, it being agreed that either party may cancel this agreement with 90 days written notice before end of such term.

5) BREACH: In the event Advertiser breaches any term of this contract and fails to cure such breach within 10 days from notice of the breach, the entire amount of the contract becomes due and payable at once. Advertiser shall pay all costs incurred in the collection of said amount, the cost to include but not be limited to collection costs, collection agency fees, and/or reasonable attorney's fees. Additionally, Publisher may stop inserting advertisements in any publication if (i) any bill is not paid when due, (ii) Advertiser makes an assignment for the benefit of creditors, (iii) a petition in bankruptcy or for reorganization under bankruptcy law is filed by or against Advertiser or (iv) Advertiser goes out of business or announces its intention of doing so.

6) ARTWORK, TYPE, PLATES, FILM, NEGATIVES: All artwork, type, plates, film, negatives or other items supplied by Publisher shall remain the exclusive property of the Publisher unless otherwise agreed upon in writing. In the case of Advertiser-furnished negatives, Advertiser assumes full responsibility for all defects herein and shall hold Publisher harmless as to the effect those negatives may have on the quality of the finished product.

7) ALTERATIONS: All Advertiser alterations to original specifications, which necessitate extra work or material, will involve additional charges to Advertiser at the current rate in addition to the payments noted above.

8) LOSS: Neither party shall be responsible for any resulting loss if the fulfillment of any of the terms or provisions of this contract is delayed or prevented by riots, wars, national emergency, strikes, floods, hurricanes, fires, acts of God, or by any other causes not within the control of the party whose performance is interfered with, which, by the exercise of reasonable diligence, such party is unable to prevent, whether of the class of cause enumerated above or not.

9) DEADLINE: In the event advertising copy is not furnished by Advertiser to Publisher in accordance with Publisher's deadline schedules as provided for on the rate card, Publisher may, at its option, publish on behalf of Advertiser the agreed size advertisement as shall be necessary for Advertiser to comply with the terms of this Agreement. Advertiser will not hold Publisher responsible for the placement of the advertisement.

Advertiser's initials: _____

10) PUBLISHER'S RIGHT: Publisher reserves the right to censor, reject, alter or refuse any advertising copy in Publisher's sole discretion or to disapprove any advertising copy in accordance with any rules Publisher may now have or may adopt in the future, concerning the acceptance of advertising matter. No change in advertising copy shall be made, however, without Advertiser's prior consent.

11) INDEMNIFICATION: Advertiser assumes full and complete responsibility and liability for the content of all advertising copy submitted, printed, and published under this Agreement and shall indemnify and hold Publisher harmless from and against all demands, claims or liability. Advertiser shall also reimburse Publisher of any amounts paid by Publisher in settlement of claims or in satisfaction of judgments obtained by reason of publication of such advertising copy, together with all expenses incurred in connection with such settlement including but not limited to attorney fees and cost of litigation.

12) EDITORIAL CONTENT: This publication's editorial content is absolutely independent of this Agreement. Under no circumstances does Publisher guarantee any editorial content for any Advertiser unless editorial content is part of a purchased advertising package. Advertiser dissatisfaction with the editorial content or accuracy is not a basis for non-payment by Advertiser. Advertiser's initials: _____

13) DISTRIBUTION: Advertiser agrees to allow Publisher to distribute Discover Sedona Magazine, Sedona Visitors Guide, The Original Sedona Visitor Coupon Book and The Original Sedona Visitor Map publication at Advertiser's places of business. Advertiser acknowledges that Publisher has no control over the number of people who choose to pick-up a copy of the publication and the seasonal variations in the numbers of potential readers. Therefore, the number of copies of the publication to be distributed and exact dates of



ADVERTISING CONTRACT

DATE	NUMBER
6/29/2013	3159

----- ADDRESS TO -----

Flagstaff Convention & Visitors Bureau
211 W. Aspen Ave
Flagstaff, AZ 86001

----- ADVERTISER -----

Flagstaff Convention & Visitors Bureau

AGENCY:

distribution, as estimated in current sales literature and/or by Publisher's staff, are estimates only and should not be construed as a contractual obligation of Publisher.

14) TAXES: There shall be added to any charges to Advertiser, amounts equal to any taxes, however designed, levied or based on such charges, including state and local excise taxes based on gross sale.

15) ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

16) AMENDMENT: This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

17) SEVERABILITY: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18) WAIVER OF CONTRACTUAL RIGHT: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

19) APPLICABLE LAW: This Agreement shall be governed by the laws of the State of Delaware.

It is the responsibility of the advertiser to contact Sedona Publishing Company with all ad materials changes, copy changes, or alterations prior to the following print ad material deadlines:

First Printing Deadline, June 1, 2013 and Second Printing Deadline, December 1, 2013.

Failure to communicate any changes in writing will result in the publishing of current materials. Subsequent billing will be enforced for the duration of the contract period.

THIS AGREEMENT IS NOT VALID UNTIL SIGNED BY A REPRESENTATIVE OF SEDONA PUBLISHING INC.

AGREED TO BY:

ADVERTISER'S/OWNER'S AUTHORIZED REP. SIGNATURE

DATE

PRINTED NAME OF ABOVE

TITLE

SEDONA PUBLISHING APPROVAL SIGNATURE

DATE:

PRINTED NAME OF ABOVE

TITLE

Special Instruction:

With signed agreement Flagstaff CVB will receive matching advertising space in The Arizona Republic, based on \$100 per column inch value, black & white only. Matching space is based on paid balance of agreement. Space may accrue based on paid monthly balance to meet Flagstaff CVB ad size request.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Heather Ainardi, Marketing Manager
Co-Submitter: Heidi Hansen, CVB Director
Date: 08/19/2013
Meeting Date: 09/03/2013



TITLE:

Consideration and Approval of Contract: CVB Online Display Advertising and Pay Per Click (PPC) Campaign Management: RFP No. 2013-46

RECOMMENDED ACTION:

Accept the proposal and approve the contract from The Reporter under Request for Proposal (RFP) No. 2013-46 in an amount not to exceed \$135,000 for fiscal year 2014.

Policy Decision or Reason for Action:

This action will allow the Convention and Visitors Bureau (CVB) to place online advertising throughout an entire ad network focusing on target markets in accordance with the media plan proposed during the FY 2014 budget process. In addition, the CVB will also be conducting a search, or pay-per-click (PPC), campaign in conjunction with the overall marketing strategy.

Subsidiary Decision Points: None

Financial Impact:

The \$135,000 for online display advertising and PPC campaigns is allocated in the CVB's FY 2014 media plan and corresponding marketing budget (053-8402-650-2802).

Connection to Council Goal:

Retain, expand, and diversify economic base

Has There Been Previous Council Decision on This:

Yes. Each year the City Council has reviewed this purchase, which in the past was sole sourced. Due to the increase in online advertising networks and companies that provide this placement service, the contract is no longer a sole source purchase and was sent out for RFP. Each year that the contract has been presented to City Council, it has been approved with no amendments.

Options and Alternatives:

Option A: Approve contract with The Reporter

Option B: Amend the FY 2104 Media Plan and corresponding online placements and PPC campaigns

Option C: Reject contract with The Reporter

Background/History:

The Flagstaff CVB develops and executes a comprehensive media plan each year in order to generate interest in the destination and promote overnight travel. In addition to the media plan, the CVB also generates all of the creative elements of the advertising campaign.

Recognizing the importance of online marketing tools and search marketing to the success of its overall objectives, the CVB sought a contractor to manage their online display advertisements in multiple markets, as well as administer their overall PPC/search campaign. The contractor will be responsible for: a) media plan recommendations and online placement tactics to best promote Flagstaff as a visitor destination, b) placing advertising based on selected media schedule, managing the campaign, and making adjustments as needed for optimum performance, c) reporting results to the CVB on a monthly or campaign basis, and d) reviewing the media plan with the CVB to make ongoing adjustments or recommendations based on performance.

Key Considerations:

The contract type is an annual firm-fixed fee with an initial five (5) year term. Upon mutual agreement between the City and the vendor, the agreement may be renewed for one (1) additional five (5) year term. The City received three (3) responses to the RFP. In the RFP, the evaluation criteria utilized included experience and qualifications, marketing plan/presented approach, pricing fee/budget and references. The evaluation team reviewed the proposals and short-listed two (2) Proposers. The short-listed two (2) Proposers were invited to a formal interview process with the Evaluation Committee where an established set of questions and new evaluation criteria were scored. The new evaluation criteria included: implementation/flexibility/access, budget - best and final, account representation and schedule/timeline. The scoring tabulation from the interview process resulted in one (1) top Proposer: The Reporter. The Reporter scored a total of 2,200 points out of a possible 2,500.

Per the FY 2014 Media Plan, the CVB places online advertising in various markets throughout the year. In order to place these ads, the CVB must schedule and place these early in the fiscal year. By contracting with The Reporter, the CVB will secure much more favorable rates, increase reach and frequency, be able to manage search campaigns, and coordinate different types of campaigns to better promote Flagstaff.

Expanded Financial Considerations:

The CVB is responsible for executing an aggressive and targeted marketing campaign which will attract overnight visitation and increase BBB revenues. These BBB revenues are a critical component in creating a sustainable community, as they fund arts and science initiatives, beautification projects, economic development, parks and recreation programs and future tourism promotion.

It is anticipated that the total media plan for FY 2014 will be approximately \$525,000 as budgeted. The cost allocated to The Reporter for online placements and search campaigns will not exceed \$135,000. The CVB places advertising in more than 75 publications throughout the world, in addition to working with an online ad display network which places ads through their network of websites, including Google, Yahoo, Bing, Facebook and more. These efforts are supplemented with a search pay-per-click campaign and additional marketing, sales and public relations efforts.

Community Benefits and Considerations:

By placing advertising through an online display network which is managed by a contractor, Flagstaff is promoted as a year-round visitor destination. A contractor is able to not only secure better placement rates, but also take part in real-time-bidding (RTB) to secure better search terms appropriate for Flagstaff. The goal of the CVB's advertising is to increase overnight visitation to Flagstaff, thereby generating BBB tax revenue to be reinvested in the community.

Community Involvement:

Consult - The CVB budget, which included the proposed FY 2014 Media Plan, was presented to the Tourism Commission on May 28, 2013, and was recommended by the Commission.

Collaborate - The proposed media plan includes opportunities for cooperative marketing in order to gain coverage of Flagstaff as a destination.

Attachments: Tabulation Form
 Reporter Contract

**CITY OF FLAGSTAFF
PURCHASING DIVISION
ONLINE DISPLAY ADVERTISING & PCC CAMPAIGN 2013-46
SHORT-LISTED FIRMS**

SCORING TABULATION

Evaluation Criterion #1-- (40% value) Implementation/Flexibility/Access		
	Owens Harkey	The Reporter
<i>Evaluator #1</i>	40	200
<i>Evaluator #2</i>	120	200
<i>Evaluator #3</i>	120	200
<i>Evaluator #4</i>	120	200
<i>Evaluator #5</i>	80	160
Subtotal:	480	960
Criteria Ranking:	2	1

Evaluation Criterion #2-- (20% value) Budget - Best and Final		
	Owens Harkey	The Reporter
<i>Evaluator #1</i>	40	60
<i>Evaluator #2</i>	40	80
<i>Evaluator #3</i>	60	80
<i>Evaluator #4</i>	40	80
<i>Evaluator #5</i>	40	80
Subtotal:	220	380
Criteria Ranking:	2	1

Evaluation Criterion #3-- (20% value) Account Representation		
	Owens Harkey	The Reporter
<i>Evaluator #1</i>	20	80
<i>Evaluator #2</i>	40	100
<i>Evaluator #3</i>	80	100
<i>Evaluator #4</i>	80	100
<i>Evaluator #5</i>	40	80
Subtotal:	260	460
Criteria Ranking:	2	1

Evaluation Criterion #4-- (20% value) Schedule/Timeline		
	Owens Harkey	The Reporter
<i>Evaluator #1</i>	20	80
<i>Evaluator #2</i>	60	100
<i>Evaluator #3</i>	60	100
<i>Evaluator #4</i>	80	80
<i>Evaluator #5</i>	40	40
Subtotal:	260	400
Criteria Ranking:	2	1

TOTAL SCORE:	1220	2200
Total Criteria Ranking:	2	1

**AGREEMENT FOR
ONLINE DISPLAY ADVERTISING AND PAY PER CLICK (PPC) CAMPAIGN MANAGEMENT**

**CITY OF FLAGSTAFF
and
CALIFORNIA NEWSPAPERS DBA VACAVILLE REPORTER, LLP**

This Agreement for a City of Flagstaff Online Display Advertising and Pay Per Click (PPC) Campaign Management ("Agreement") is made by and between the City of Flagstaff ("City"), a municipal corporation with offices at 211 W. Aspen Avenue, Flagstaff, Coconino County, Arizona, and California Newspapers DBA Vacaville Reporter ("Provider") a LLP, with an office at 916 Coting Lane, Vacaville, CA 95688, effective as of the date written below.

RECITALS

- A. The City desires to enter into this Agreement for online display advertising and pay per click (PPC) campaign management services; and
- B. Provider has available and offers to provide the personnel necessary to organize and provide said services in accordance with the Scope of Work, attached to this Agreement as Exhibit A;

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, the City and Provider agree as follows:

1. SERVICES TO BE PERFORMED BY PROVIDER

Provider agrees to provide the services, as set forth in detail in Exhibit "A" attached hereto and hereby incorporated as part of this Agreement and adopted by reference.

2. COMPENSATION OF PROVIDER

2.1 The City agrees to make payment, in the amount not to exceed \$135,000.00 for fiscal year 2014 to Provider to render the services set forth in Exhibit "A".

2.2 The City may elect to make payment to Provider through the use of a City Procurement Card.

3. RIGHTS AND OBLIGATIONS OF PROVIDER

3.1 Independent Contractor. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the City. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement. Provider is not obligated to accept all requests for services, depending on circumstances with other work being performed for

other clients.

3.2 Provider's Control of Work. All services to be provided by Provider shall be performed as determined by the City in accordance with the Scope of Services set forth in Exhibit "A." Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for and in full control of the work of all such personnel.

3.3 Reports to the City. Although Provider is responsible for control and supervision of work performed under this Agreement, the services provided shall be acceptable to the City and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports if requested by the City to be provided by Provider to the City and the right of the City, and the right of the City to audit Provider's records.

3.4 Compliance with All Laws. Provider shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and sent by certified or registered mail as follows:

To the City's Authorized Representative: To Provider:

Heidi Hansen
CVB Director
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001

5. INDEMNIFICATION

To the fullest extent permitted by law, Provider shall indemnify, defend, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Provider from and against any and all claims. It is agreed that Provider shall be responsible for primary loss investigation, defense and judgment costs

where this indemnification is applicable. Provider shall waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by Provider for the City.

6. INSURANCE

Provider and subcontractors, if any, shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Provider, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Provider from liabilities that may arise out of the performance of the work under this Agreement by Provider, its agents, representatives, employees or subcontractors and Provider is free to purchase additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. Provider shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles
(Form CA 0001, ed. 12/93 or any replacement thereof.)
Combined Single Limit Per Accident \$1,000,000
for Bodily Injury and Property Damage
2. Professional Liability \$2,000,000

B. SELF-INSURED RETENTIONS/DEDUCTIBLES: Any self-insured retentions and deductibles must be noted to the City. However, the Proposer shall be solely responsible for any self-insured and/or deductibles associated with the Proposer's insurance coverage.

C. OTHER INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages:
 - a. The City of Flagstaff, its officers, officials, and employees are additional insureds with respect to liability arising out of: activities performed by, or on behalf of, the Provider; including the City's general supervision of the Provider; products and completed operations of the Provider; and automobiles owned, leased, hired or borrowed by the Provider.
 - b. The Provider's insurance shall contain broad form contractual liability coverage.

- c. The Provider's insurance coverage shall be primary insurance with respect to the City, its, officers, officials, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess to the coverage of the Provider's insurance and shall not contribute to it.
 - d. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this contract.
 - f. The policies shall contain a waiver of subrogation (not including auto) against the City, its officers, officials, and employees for losses arising from work performed by the Provider for the City.
2. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Provider for the City.
- 6.1 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then at least ten (10) days prior notice shall be given to the City. Such notice shall be sent directly to:

Rick Compau, C.P.M., CPPO, CPPB
Purchasing Director
City of Flagstaff, Purchasing Division
211 W. Aspen Ave.
Flagstaff, Arizona 86001

- 6.2 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Arizona and with an "A.M. Best" rating of not less than A- VII, or receiving prior approval by the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect Provider from potential insurer insolvency.
- 6.3 Verification of Coverage. Prior to commencing work or services, Provider shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements shall be received and approved by the City before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as

required by this Agreement or to provide evidence of renewal shall constitute a material breach of contract.

All certificates required by this Agreement shall be sent directly to **Rick Compau, C.P.M., CPPO, CPPB, Purchasing Director, City of Flagstaff, Purchasing Division, 211 W. Aspen Ave., Flagstaff, AZ. 86001.** The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to request and receive within ten (10) days, complete, certified copies of all insurance policies required by this Agreement at any time. The City shall not be obligated, however, to review same or to advise Provider of any deficiencies in such policies and endorsements, and such receipt shall not relieve Provider from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Provider's obligations under this Agreement.

6.4 Subcontractors. Providers' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Provider shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

6.5 Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the City Attorney's office, whose decision shall be final. Such action shall not require a formal amendment to this Agreement, but may be made by administrative action.

7. DEFAULT AND TERMINATION

7.1 Events of Default Defined. The following shall be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by Provider to the City;

7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time;

7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;

7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;

7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;

7.1.2.6 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and

7.1.2.7 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

7.2 Remedies.

7.2.1 Upon the occurrence of any Event of Default, the City may declare Provider in default under this Agreement. The City shall provide written notification of the Event of Default and any intention of the City to terminate this Agreement. Upon the giving of notice, the City may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;

7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;

7.2.1.3 The right to monetary damages;

7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;

7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the City; and

7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The City may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

7.2.3 Any excess costs incurred by the City in the event of termination of this Agreement for default, or in the event the City exercises any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before termination of this Agreement for default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the City the balance upon written demand from the City.

8. **GENERAL PROVISIONS**

8.1 Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

8.2 Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Arizona. Provider hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

8.3 Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

8.4 Severability. If any part of this Agreement is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.

8.5 Assignment. This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be assigned by either the City or Provider without prior written consent of the other.

8.6 Conflict of Interest. Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

8.7 Authority to Contract. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder, and that it has taken all actions necessary to authorize entering into this Agreement.

8.8 Integration. This Agreement represents the entire understanding of City and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.

8.9 Non-appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, the City shall notify Provider of such occurrence, and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to Provider under this Agreement beyond these amounts appropriated and budgeted by the City to fund payments under this Agreement.

8.10 Mediation. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation shall take place in Flagstaff, Arizona, shall be self-administered, and shall be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties shall not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision shall not constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved

through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

8.11 Compliance with Federal Immigration Laws and Regulations. Provider hereby warrants to the City that the Provider and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to its employees and A.R.S. §23-214(A) (hereinafter "Provider Immigration Warranty").

A breach of the Provider Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Provider to penalties up to and including termination of this Agreement at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Provider or Subcontractor employee who works on this Agreement to ensure that the Provider or Subcontractor is complying with the Provider Immigration Warranty. Provider agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Provider and any of subcontractors to ensure compliance with Provider's Immigration Warranty. Provider agrees to assist the City in regard to any random verifications performed.

The provisions of this Article must be included in any contract the Provider enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

8.12 Subcontractors. This Agreement or any portion thereof shall not be sub-contracted without the prior written approval of the City. No Subcontractor shall, under any circumstances, relieve Provider of its liability and obligation under this Agreement. The City shall deal through Provider and any Subcontractor shall be dealt with as a worker and representative of Provider. Provider assumes responsibility to the City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

8.13 Waiver. No failure to enforce any condition or covenant of this Agreement by the City shall imply or constitute a waiver of the right of the City to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor shall any waiver by the City of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

8.14 Business Operations in Sudan/Iran. In accordance with A.R.S. § 35-397, the Provider certifies that the Provider and its affiliates and subsidiaries do not have scrutinized business operations in Sudan or Iran. If the City determines that the Provider's certification is false, the City may impose all legal and equitable remedies available to it, including but not limited to termination of this Agreement.

9. DURATION

This Agreement shall become effective on and from the day and year executed by the parties, indicated below, and shall continue in force for an initial term of five (5) years, beginning September 4, 2013 through September 2, 2018], unless sooner terminated as provided above. Upon mutual agreement between the City and Provider, this Agreement may be renewed for a maximum of one (1) additional five (5) year term, upon mutual agreement from both parties.

City of Flagstaff

Provider

Kevin Burke, City Manager

Charles Kolsky, Digital Director

Attest:

City Clerk

Approved as to form:

City Attorney

Date of Execution:_____

EXHIBIT A

PROJECT DESCRIPTION/BACKGROUND

Established in 1989, the Flagstaff Convention and Visitors Bureau (FCVB) functions as the destination marketing organization to promote the City of Flagstaff. The mission of the FCVB is to develop, promote and maintain Flagstaff as a year-round destination with professional visitor services that will benefit the community economically, environmentally and socially. The specific goals of the FCVB are to: a) increase visitation and length of stay, and b) maintain a strong travel pattern on weekends and the high season, and increase occupancy mid-week and during shoulder/off-seasons.

The FCVB is a section of the City of Flagstaff with programs including development of public outreach and educational efforts, media relations, and marketing to tour operators, travel agents, meeting planners, group coordinators, and individual leisure travelers.

Situated at the base of the San Francisco Peaks, Flagstaff is a unique destination within Arizona and thereby a majority of its visitors travel from within the state (33%). An additional 14% are from neighboring California. Although these two markets make up a large portion of Flagstaff's visitation, the city also has a strong national and international appeal due to world-renowned attractions such as Lowell Observatory and the Museum of Northern Arizona, as well as our proximity to the Grand Canyon and other natural wonders.

Flagstaff is truly the destination for all seasons. A majority of visitors travel to Flagstaff during the summer months for our cool weather and wide range of events and outdoor activities. With the changing of the leaves, fall attracts a mature traveling market, while the winter months bring a variety of families traveling for the holidays or skiers/snowboarders seeking the slopes.

SCOPE OF WORK

Recognizing the importance of online marketing tools and search marketing to the success of its overall marketing objectives, the FCVB is seeking a contractor to manage their online display advertising placements in multiple markets as well as monitor their overall pay-per-click (PPC) campaign to drive traffic to the destination website.

The contractor will be responsible for: a) media plan recommendations and online placement tactics to best promote Flagstaff as a visitor destination in targeted markets, b) place advertising based on selected media schedule, manage the campaign, and make adjustments as needed for optimum performance, c) report results to the FCVB on a monthly or campaign basis, and d) review media plan with FCVB to make ongoing adjustments or recommendations based on campaign performance.

1. The FCVB is seeking an experienced online display management firm to develop and administer a dynamic online presence that promotes Flagstaff as a premier travel destination.
 - 1.1. Ability to manage all or part of the FCVB overall online marketing campaigns.
2. Overall strategy to reach specified markets, including;

- 2.1. Phoenix, AZ DMA
- 2.2. Southern California DMA
- 2.3. Las Vegas DMA
- 3. The firm being sought will be able to collaborate with the FCVB staff in developing the media schedule and placement strategy.
 - 3.1. Create customized plans for each market, including estimated impressions, CPM, and budget.
 - 3.2. Provide input on online marketing tools and mix of those tools to best promote Flagstaff.
 - 3.3. Develop measurement standards and tracking tools for each DMA and campaign.
- 4. FCVB may provide all display ads.
 - 4.1. Ad sizes and specifications to be provided to the FCVB based on placement requirements.
- 5. Manage the FCVB Search Engine/PPC Campaign in multiple markets.
 - 5.1. Provide guidance on keyword opportunities, costs, and return on investment.
 - 5.2. Ability to place PPC campaigns by market segment and/or seasonal needs.

BUDGET

Each vendor will be fully responsible for the validity and accuracy of all costs and rates identified in their proposal. Total cost for online display placements and search campaigns must not exceed \$135,000. Dates and focus of campaigns and efforts may change or be adjusted.

- 1. Phoenix DMA Display Advertising
 - 1.1. Focus months: May, June, July, August, September, November, and December.
 - 1.2. Budget up to \$60,000
- 2. Southern California DMA Display Advertising
 - 2.1. Focus months: February, March, May June
 - 2.2. Specialty Spring Training campaign: February, March
 - 2.3. Budget up to \$34,000
- 3. Las Vegas DMA Display Advertising
 - 3.1. Focus months: May, June, July, August, December
 - 3.2. Budget up to \$21,000
- 4. Search/PPC Campaigns
 - 4.1. Ongoing keyword campaign appropriate for Flagstaff
 - 4.2. Additional campaigns (8-10) based on events or season
 - 4.3. Budget up to \$20,000
- 5. If any ongoing costs will be required for design, management, maintaining, or servicing the campaigns beyond the initial setup and placement, these must be included and itemized.

D. Pricing

Phoenix higher investment month's potential media plan

Client:	
Account Manager:	Janice Alpeche
Digital Sales Rep:	Charles Kolskey
Digital Media Coordinator:	Sarah Taber
Sales Assist:	
Advertiser Contact Info:	City of Flagstaff-Phoenix May & June 2014
Account #:	
Ref #:	
Agency:	
Packager:	
Dashboard Required:	YES
Screenshots Required:	



Interactive Advertising Proposal:

Overall Strategy: To increase awareness of Flagstaff/AZ as destination for spring break and summer vacations. Total campaign buy with below is \$8300 x 7 months = \$58,100

Creative Strategy: Ad Taxi Audience Extension and Ad Taxi Mobile CPM/CPC, Yahoo! Display and iPad

Sales Strategy: Target DMA's during May & June to increase awareness through geo/demo targeting, Mobile and iPad app premium ads.

Network - Product	Section/Display Ad	Targeting	Unit/Size	Start Date	End Date	Est Imp or Clicks	CPM or CPC	Total	Creative	Linking URL
Ad Taxi Networks Display	Entertainment/Travel/Moms	Phoenix DMA	300x250, 728x90, 160x600	Monthly	Monthly	200,000	\$ 7.00	\$ 1,400.00		
Ad Taxi Networks Display	RON	Phoenix DMA	300x250, 728x90, 160x600	Monthly	Monthly	200,000	\$ 7.00	\$ 1,400.00		
Ad Taxi Networks Display	Run of Network: Cost Per Click Display Buying Model	Phoenix DMA	300x250, 728x90, 160x600	Monthly	Monthly	700	\$ 4.00	\$ 2,800.00		
Ad Taxi Mobile CPC	Run of Network: Cost Per Click Display Buying Model	Phoenix DMA	320x53/300x50/320x48/320x53	Monthly	Monthly	650	\$ 1.00	\$ 650.00		
Yahoo! RON	Entertainment/Travel	Phoenix DMA	728x90	Monthly	Monthly	150,000	\$8	\$ 1,200.00		
Yahoo! iPad	Entertainment/Travel/Moms	Phoenix DMA	728x90	Monthly	Monthly	150,000	\$12	\$ 1,800.00		
Monthly Interactive Campaign Totals						701,350	\$ 11.19	\$9,250.00		

Notes: Please note that CPC (Cost Per Click) lines represent the "guaranteed" number of clicks and not "impressions to be delivered." Impressions delivered will vary and are dependent of many factors (ex. Geography, Targeting). Impressions will be delivered until the guaranteed clicks are met per month.

Phoenix lower investment month's potential media plan

Client:	
Account Manager:	Janice Alpeche
Digital Sales Rep:	Charles Kolskey
Digital Media Coordinator:	Sarah Taber
Sales Assist:	
Advertiser Contact Info:	City of Flagstaff-Phoenix
Account #:	
Ref #:	
Agency:	
Packager:	
Dashboard Required:	YES
Screenshots Required:	



Interactive Advertising Proposal:

Overall Strategy: To increase awareness of Flagstaff/AZ as destination for spring break and summer vacations. Total campaign buy with below is \$8300 x 7 months = \$58,100

Creative Strategy: Ad Taxi Audience Extension and Ad Taxi Mobile CPM/CPC, Yahoo! Display and iPad

Sales Strategy: Target DMA's during July, August, September, November and December to increase awareness through geo/demo targeting, Mobile and iPad app premium ads.

Network - Product	Section/Display Ad	Targeting	Unit/Size	Start Date	End Date	Est Imp or Clicks	CPM or CPC	Total	Creative	Linking URL
Ad Taxi Networks Display	Entertainment/Travel/Moms	Phoenix DMA	300x250, 728x90, 160x600	Monthly	Monthly	200,000	\$ 7.00	\$ 1,400.00		
Ad Taxi Networks Display	RON	Phoenix DMA	300x250, 728x90, 160x600	Monthly	Monthly	200,000	\$ 7.00	\$ 1,400.00		
Ad Taxi Networks Display	Run of Network: Cost Per Click Display Buying Model	Phoenix DMA	300x250, 728x90, 160x600	Monthly	Monthly	500	\$ 4.00	\$ 2,000.00		
Ad Taxi Mobile CPC	Run of Network: Cost Per Click Display Buying Model	Phoenix DMA	320x53/300x50/320x48/320x53	Monthly	Monthly	500	\$ 1.00	\$ 500.00		
Yahoo! RON	Entertainment/Travel	Phoenix DMA	728x90	Monthly	Monthly	150,000	\$8	\$ 1,200.00		
Yahoo! iPad	Entertainment/Travel/Moms	Phoenix DMA	728x90	Monthly	Monthly	150,000	\$12	\$ 1,800.00		
Monthly Interactive Campaign Totals						701,000	\$ 11.84	\$8,300.00		

Notes: Please note that CPC (Cost Per Click) lines represent the "guaranteed" number of clicks and not "impressions to be delivered." Impressions delivered will vary and are dependent of many factors (ex. Geography, Targeting). Impressions will be delivered until the guaranteed clicks are met per month.

Southern California Higher Investment Month's Potential Media Plan

Client:

Account Manager:	Janice Alpeche
Digital Sales Rep:	Charles Kolskey
Digital Media Coordinator:	Sarah Taber
Sales Assist:	
Advertiser Contact Info:	City of Flagstaff-SoCal May 8 June 2014
Account #:	
Ref #:	
Agency:	
Package:	
Dashboard Required:	YES
Screenshots Required:	

digital first
MEDIA



Interactive Advertising Proposal

Overall Strategy: To increase awareness of Flagstaff/AZ as destination for spring break and summer vacations. Total campaign buy with below is \$4300 x 4 months = \$33,200
Creative Strategy: Ad Taxi Audience Extension and Ad Taxi Mobile CPM/CPC, Yahoo! Display and iPad
Sales Strategy: Target DMA's during February, March, May June to increase awareness through geo/demo targeting, Mobile and iPad app premium ads.

Network - Product	Sections/Demos/ST	Targeting	Unit/Size	Start Date	End Date	Est Imp or Clicks	CPM or CPC	Total	Creative	Linking URL
Ad Taxi Networks Display	Entertainment/Travel/Moms	Los Angeles/San Diego DMA	300x250, 728x90, 160x600	Monthly	Monthly	200,000	\$ 7.00	\$ 1,400.00		
Ad Taxi Networks Display	RON	Los Angeles/San Diego DMA	300x250, 728x90, 160x600	Monthly	Monthly	200,000	\$ 7.00	\$ 1,400.00		
Ad Taxi Networks Display	Run of Network: Cost Per Click Display Buying Model	Los Angeles/San Diego DMA	300x250, 728x90, 160x600	Monthly	Monthly	600	\$ 4.00	\$ 2,400.00		
Ad Taxi Mobile CPC	Run of Network: Cost Per Click Display Buying Model	Los Angeles/San Diego DMA	320x53/300x50/320x48/320x53	Monthly	Monthly	500	\$ 1.00	\$ 500.00		
Yahoo! RON	Entertainment/Travel	Los Angeles/San Diego DMA	728x90	Monthly	Monthly	150,000	\$8	\$ 1,200.00		
Yahoo! iPad	Entertainment/Travel/Moms	Los Angeles/San Diego DMA	728x90	Monthly	Monthly	150,000	\$12	\$ 1,800.00		
Monthly Interactive Campaign Totals						701,100	\$ 12.41	\$8,700.00		

Notes: Please note that CPC (Cost Per Click) lines represent the "guaranteed" number of clicks and not "impressions to be delivered." Impressions delivered will vary and are dependent of many factors (ex: Geography, Targeting). Impressions will be delivered until the guaranteed clicks are met per month.

Southern California Lower Investment Month's Potential Media Plan

Client:

Account Manager:	Janice Alpeche
Digital Sales Rep:	Charles Kolskey
Digital Media Coordinator:	Sarah Taber
Sales Assist:	
Advertiser Contact Info:	City of Flagstaff-SoCal
Account #:	
Ref #:	
Agency:	
Package:	
Dashboard Required:	YES
Screenshots Required:	

digital first
MEDIA



Interactive Advertising Proposal

Overall Strategy: To increase awareness of Flagstaff/AZ as destination for spring break and summer vacations. Total campaign buy with below is \$4300 x 4 months = \$33,200
Creative Strategy: Ad Taxi Audience Extension and Ad Taxi Mobile CPM/CPC, Yahoo! Display and iPad
Sales Strategy: Target DMA's during February, March, May June to increase awareness through geo/demo targeting, Mobile and iPad app premium ads.

Network - Product	Sections/Demos/ST	Targeting	Unit/Size	Start Date	End Date	Est Imp or Clicks	CPM or CPC	Total	Creative	Linking URL
Ad Taxi Networks Display	Entertainment/Travel/Moms	Los Angeles/San Diego DMA	300x250, 728x90, 160x600	Monthly	Monthly	200,000	\$ 7.00	\$ 1,400.00		
Ad Taxi Networks Display	RON	Los Angeles/San Diego DMA	300x250, 728x90, 160x600	Monthly	Monthly	200,000	\$ 7.00	\$ 1,400.00		
Ad Taxi Networks Display	Run of Network: Cost Per Click Display Buying Model	Los Angeles/San Diego DMA	300x250, 728x90, 160x600	Monthly	Monthly	500	\$ 4.00	\$ 2,000.00		
Ad Taxi Mobile CPC	Run of Network: Cost Per Click Display Buying Model	Los Angeles/San Diego DMA	320x53/300x50/320x48/320x53	Monthly	Monthly	500	\$ 1.00	\$ 500.00		
Yahoo! RON	Entertainment/Travel	Los Angeles/San Diego DMA	728x90	Monthly	Monthly	150,000	\$8	\$ 1,200.00		
Yahoo! iPad	Entertainment/Travel/Moms	Los Angeles/San Diego DMA	728x90	Monthly	Monthly	150,000	\$12	\$ 1,800.00		
Monthly Interactive Campaign Totals						701,000	\$ 11.84	\$8,300.00		

Notes: Please note that CPC (Cost Per Click) lines represent the "guaranteed" number of clicks and not "impressions to be delivered." Impressions delivered will vary and are dependent of many factors (ex: Geography, Targeting). Impressions will be delivered until the guaranteed clicks are met per month.

CITY OF FLAGSTAFF PURCHASING DIVISION
211 WEST ASPEN AVE.
FLAGSTAFF, ARIZONA 86001

REQUEST FOR PROPOSAL No. 2013-46
BUYER: AMY HAGIN
PH: (928) 213-2276, FX: (928) 213-2209

Las Vegas Potential Media Plan

Client:

Account Manager:	Janice Alpedre
Digital Sales Rep:	Charles Kolskey
Digital Media Coordinator:	Sarah Taber
Sales Assist:	
Advertiser Contact Info:	City of Flagstaff-Las Vegas
Account #:	
Ref #:	
Agency:	
Package:	
Dashboard Required:	YES
Screenshots Required:	

digital first
MEDIA



Interactive Advertising Proposal

Overall Strategy: To increase awareness of Flagstaff/AZ as destination for spring break and summer vacations. Total campaign buy with below is \$4200 x 5 months = \$21,000

Creative Strategy: Ad Taxi Audience Extension and Ad Taxi Mobile CPM/CPC, Yahoo! Display and iPad

Sales Strategy: Target DMA's during May, June, July, August, December to increase awareness through geo/demo targeting, Mobile and iPad app premium ads.

Network - Product	Section/Demo/ST	Targeting	Unit/Size	Start Date	End Date	Est Imp or Clicks	CPM or CPC	Total	Creative	Linking URL
Ad Taxi Networks Display	Entertainment/Travel/Moms	Las Vegas DMA	300x250, 728x90, 160x600	Monthly	Monthly	100,000	\$ 7.00	\$ 700.00		
Ad Taxi Networks Display	RON	Las Vegas DMA	300x250, 728x90, 160x600	Monthly	Monthly	100,000	\$ 7.00	\$ 700.00		
Ad Taxi Networks Display	Run of Network: Cost Per Click Display Buying Model	Las Vegas DMA	300x250, 728x90, 160x600	Monthly	Monthly	250	\$ 4.00	\$ 1,000.00		
Ad Taxi Mobile CPC	Run of Network: Cost Per Click Display Buying Model	Las Vegas DMA	320x53/300x50/320x48/320x53	Monthly	Monthly	200	\$ 1.00	\$ 200.00		
Yahoo! RON	Entertainment/Travel	Las Vegas DMA	728x90	Monthly	Monthly	50,000	\$8	\$ 400.00		
Yahoo! iPad	Entertainment/Travel/Moms	Las Vegas DMA	728x90	Monthly	Monthly	100,000	\$12	\$ 1,200.00		
Monthly Interactive Campaign Totals				Monthly	Monthly	550,450	\$ 11.98	\$4,200.00		

Notes: Please note that CPC (Cost Per Click) lines represent the "guaranteed" number of clicks and not "impressions to be delivered. Impressions delivered will vary and are dependent of many factors (ex. Geography, Targeting). Impressions will be delivered until the guaranteed clicks are met per month.

Potential SEM Media Plan

Client:

Account Manager:	Janice Alpeche
Digital Sales Rep:	Charles Kolsky
Digital Media Coordinator:	Sarah Taber
Sales Assist:	
Advertiser Contact Info:	City of Flagstaff-SEM
Account #:	
Ref #:	
Agency:	
Package:	
Dashboard Required:	YES
Screenshots Required:	

digital first
MEDIA



Interactive Advertising Proposal:

Overall Strategy: To increase internet sales leads and to target new patients while growing database/fan base with continued interaction and engagement.
Creative Strategy: Customized Search Engine Marketing Campaign.
Sales Strategy: Increase recognition as leaders and increasing internet leads for travelers to bring them to the market.

Network / Product	Section/Display/AT	Targeting	Unit/Size	Start Date	End Date	Est Imp or Clicks	CPM or CPC	Total	Creative	Linking URL
Custom SEM Campaign		Phoenix DMA/Los Angeles-San Diego DMA/Las Vegas DMA (70% Phoenix/15% LA-SD/15% LV)	Text	Feb	Feb			\$ 1,500.00		
Custom SEM Campaign		Phoenix DMA/Los Angeles-San Diego DMA/Las Vegas DMA (70% Phoenix/15% LA-SD/15% LV)	Text	Mar	Mar			\$ 1,500.00		
Custom SEM Campaign		Phoenix DMA/Los Angeles-San Diego DMA/Las Vegas DMA (70% Phoenix/15% LA-SD/15% LV)	Text	May	May			\$ 4,000.00		
Custom SEM Campaign		Phoenix DMA/Los Angeles-San Diego DMA/Las Vegas DMA (70% Phoenix/15% LA-SD/15% LV)	Text	June	June			\$ 4,000.00		
Custom SEM Campaign		Phoenix DMA/Los Angeles-San Diego DMA/Las Vegas DMA (70% Phoenix/15% LA-SD/15% LV)	Text	July	July			\$ 2,000.00		
Custom SEM Campaign		Phoenix DMA/Los Angeles-San Diego DMA/Las Vegas DMA (70% Phoenix/15% LA-SD/15% LV)	Text	Aug	Aug			\$ 2,000.00		
Custom SEM Campaign		Phoenix DMA/Los Angeles-San Diego DMA/Las Vegas DMA (70% Phoenix/15% LA-SD/15% LV)	Text	Sept	Sept			\$ 1,500.00		
Custom SEM Campaign		Phoenix DMA/Los Angeles-San Diego DMA/Las Vegas DMA (70% Phoenix/15% LA-SD/15% LV)	Text	Nov	Nov			\$ 1,500.00		
Custom SEM Campaign		Phoenix DMA/Los Angeles-San Diego DMA/Las Vegas DMA (70% Phoenix/15% LA-SD/15% LV)	Text	Dec	Dec			\$ 2,000.00		
Monthly Interactive Campaign Totals						0	#DIV/0!	\$20,000.00		

Notes: SEM Budget split between 9-months to coincide with digital advertising campaigns. Budget tiered per overlapping campaign months. Tier 1 May-June. Tier 2 July, August and December. Tier 3 February, March, September, November.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Jeff Bauman, Traffic Engineer
Date: 06/26/2013
Meeting Date: 09/03/2013



TITLE:

Consideration and Adoption of Ordinance No. 2013-06: An Ordinance amending Flagstaff City Code Title 2, Boards and Commissions, Chapter 2-12, Transportation Commission, for the purpose of changing the membership of the Transportation Commission, and removing the Commission's appellate authority.

RECOMMENDED ACTION:

- 1) Read Ordinance No. 2013-06 by title only for the first time on September 3, 2013.
- 2) City Clerk reads Ordinance No. 2013-06 by title (if approved above)
- 3) Read Ordinance No. 2013-06 by title only for the final time on September 17, 2013.
- 4) City Clerk reads Ordinance No. 2013-06 by title only (if approved above)
- 5) Adopt Ordinance No. 2013-06 on September 17, 2013.

Policy Decision or Reason for Action:

The City of Flagstaff established the Transportation Commission, as currently constituted and structured, in 2001 to serve as a citizen advisory group charged with taking a comprehensive, long-range and in-depth look at the broad range of transportation issues facing the City of Flagstaff (City). In 2006 the City became a member of the Northern Arizona Intergovernmental Transportation Authority (NAIPTA). The City values input and advice from NAIPTA, and establishing a permanent seat on the Transportation Commission for a NAIPTA representative will help increase transportation project coordination between the two agencies. This will result in seven voting members of the Transportation Commission, consisting of five at-large members from the general public, one member appointed to represent the Flagstaff Unified School District, and one member appointed to represent NAIPTA.

The Transportation Commission is currently vested with appellate authority, hearing appeals of "traffic regulation decisions" made by the City Traffic Engineer. The City Traffic Engineer is currently supervised by the City Engineer, who ensures that the City Traffic Engineer's decisions are not arbitrary, that all necessary criteria have been met, and that all positions have been adequately considered.

Subsidiary Decisions Points: The Transportation Commission voted to recommend approval of this Resolution to the City Council.

Financial Impact:

None

Connection to Council Goal:

Review all Commissions
Effective governance

Has There Been Previous Council Decision on This:

There has not been any previous decisions made on this issue.

Options and Alternatives:

The City Council can choose to accept the Ordinance, direct staff to amend the Ordinance, or reject the Ordinance.

Community Involvement:

Involve - The Transportation Commission held a Public Meeting on October 3, 2012, there was no Public Comment. The Transportation Commission voted to recommend approval of this Ordinance to the City Council.

Attachments: Ord. 2013-06

ORDINANCE NO. 2013-06

AN ORDINANCE AMENDING FLAGSTAFF CITY CODE TITLE 2, BOARDS AND COMMISSIONS, CHAPTER 2-12, TRANSPORTATION COMMISSION, FOR THE PURPOSE OF CHANGING THE MEMBERSHIP OF THE FLAGSTAFF TRANSPORTATION COMMISSION, AND REMOVING THE COMMISSION'S APPELLATE AUTHORITY

RECITALS:

WHEREAS, the City of Flagstaff established the Transportation Commission, as currently constituted and structured, in 2001 to serve as a citizen advisory group charged with taking a comprehensive, long-range and in-depth look at the broad range of transportation issues facing the City of Flagstaff; and

WHEREAS, in 2006 the City of Flagstaff became a member agency of the Northern Arizona Intergovernmental Transportation Authority ("NAIPTA"), a public transportation agency established and operating pursuant to ARS § 28-9101; and

WHEREAS, input and advice from NAIPTA would further assist the City in matching transportation projects and capital expenditures to long-term City transportation goals; and

WHEREAS, currently, the Transportation Commission is vested with appellate authority, hearing appeals of "traffic regulation decisions" made by the City Traffic Engineer; and

WHEREAS, currently, there are two positions, City Engineer and Community Development Director, that supervise the work of the Traffic Engineer, and ensure that his or her decisions are not arbitrary, that all necessary criteria have been met, and that all positions have been adequately considered.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That Chapter 2-12, Transportation Commission, is hereby amended as follows:

**CHAPTER 2-12
TRANSPORTATION COMMISSION**

SECTION 2-12-001-0001 CITY POLICY

It is the policy of the City, in the exercise of the powers vested in the City Council for the protection of the public safety and promotion of the general welfare, to promote the safety of the traveling public and to improve utilization of the public ways for all forms of transportation.

SECTION 2-12-001-0002 CREATION OF THE TRANSPORTATION COMMISSION AND
MEMBERSHIP

- A. There is hereby created a commission to be known as the Transportation Commission.
- B. The Commission shall consist of seven (7) voting members and two (2) ex-officio, non-voting members. Each voting member shall be appointed by the City Council and shall continually reside within the City during the tenure of appointment. The Commission's membership shall be as follows:
1. The seven voting members of the Commission shall consist of all of the following:
 - (a) Five at large members selected from the general public.
 - (b) One member appointed to represent the Flagstaff Unified School District.
 - (c) One member appointed to represent the Northern Arizona Intergovernmental Public Transportation Authority.
 2. The two ex officio, nonvoting members shall consist of the following:
 - (a) The Traffic Engineer, or his or her designee.
 - (b) The Chief of Police, or his or her designee.
- ~~1. Voting members:~~
- ~~a. The Superintendent of the Flagstaff Unified School District or his/her designated representative.~~
 - ~~b. Six (6) citizen members appointed by the City Council.~~
- ~~2. Ex-officio, non-voting members:~~
- ~~a. One City of Flagstaff police officer appointed by the Chief of Police.~~
 - ~~b. The Traffic Engineer.~~
- ~~In addition, the City Council may designate a Councilmember representative as a non-voting, ex-officio member of the Commission.~~
- BC. Officers of the Commission shall be elected by the voting members of the Commission from the citizen membership. The commission shall annually select one of its members to serve as chairperson.

(Ord. No. 2007-21, Amended 02/06/2007; Ord. 2010-14, Amended 6/15/10)

SECTION 2-12-001-0003 TERMS OF OFFICE:

~~Citizen M~~members of the Commission shall serve staggered three (3) year terms. No member may serve more than two three-year terms.

A member's term of office shall commence with the first regular Commission meeting following his appointment and terminate with the regular Commission meeting at which his successor takes office.

A Commission member who is absent from three consecutive regular meetings may have their remaining term terminated by a vote of the City Council upon recommendation of the Commission.

(Ord. No. 1942, Amended, 05/06/97); Ord. 2010-14, Amended 6/15/2010)

SECTION 2-12-001-0004 MEETINGS

The Commission shall meet quarterly and/or at the request of its chairperson for the disposal of such business as may come before it. ~~at least once each month at a regularly scheduled time and place to be designated by the Commission, and shall hold such special meetings as the membership shall decide and at such times and places as the Commission shall specify.~~

Meetings shall be conducted in accordance with the Board and Commission Members' Handbook adopted by resolution of the Flagstaff City Council, and in compliance with all other local, state, and federal laws.

A quorum shall be one more than half the voting membership of the Commission.

(Ord. 2010-14, Amended 06/15/2010)

SECTION 2-12-001-0005 FUNCTIONS OF THE COMMISSION

The functions of the Commission shall be:

- ~~A. To adopt traffic regulations or deny requests for changes in traffic regulations as follows:~~
 - ~~1. To investigate and make determinations on traffic regulation items forwarded to it by the Transportation Engineering Program.~~
 - ~~2. To hear the appeals of traffic regulation decisions of the Transportation Engineering Program as set forth in 9-01-001-0007 C. of the City Code~~
 - ~~3. To forward to the City Council those traffic regulation items which it deems to be of sufficient interest to the general public as to require decision by the Council.~~
- AB. To formulate and recommend policies and ordinances to the City Council governing the general operations of the City streets, alleys, sidewalks and bikeways.
- BC. To review periodically traffic regulation actions of the Transportation Engineering Program.
- CD. To promote pedestrian, bicycle, transit and driver education programs in the school systems and to disseminate traffic and safety information to the public at large.

DE. To annually advise the City Council of the progress and expenditures of the City's Transportation Capital Improvements Program as related to the Election of May 2000. To carry out this function, the Transportation Commission shall:

1. Meet ~~biannually~~ annually with the City's Capital Improvements and Financial Services Staff to review the progress of the Transportation Capital Improvement Program's ("CIP") planning and programming efforts;
2. Ensure there is a coordinated approach for budgeting and expending transportation sales tax revenues for all transportation modes;
3. Provide input on the Transportation CIP's prioritization scoring criteria;
4. Provide a forum for public comment and input regarding the Transportation CIP;
5. Publish an annual Transportation CIP Advisory Report; and
6. Present the findings of said report to the City Council during a public meeting in conjunction with the annual budget process. At a minimum, the report shall discuss the previous years' income/expenditures, construction projects and planning activities.

EF. To perform other duties relating to public safety within the scope of this Commission.

(Ord. No. 2007-21, Amended 02/06/2007; Ord. No. 2010-14, Amended 06/15/2010)

SECTION 2-12-001-0006 OTHER POWERS:

- A. The Commission shall have the power to appoint subcommittees for the purpose of defining problems areas of traffic and traffic safety; proposing solutions to defined problems; or for any other undertaking which will reasonably lead to safer and more efficient traffic flow in the City.
- B. The City Council hereby establishes the following advisory committees to the Transportation Commission to provide advice on special traffic and transportation topics, and delegates to the commission the power to appoint members to these committees. No member of the Transportation Commission shall be a member of an advisory committee. The City Council retains the power to remove a member of an advisory committee for the reasons specified in the City's Board and Commission Members' Handbook.
 1. Bicycle Advisory Committee: Seven (7) citizen members appointed for a three-year term. No member may serve more than two three-year terms.
 2. Pedestrian Advisory Committee: Seven (7) citizen members appointed for a three-year term. No member may serve more than two three-year terms.
- C. The Transportation Commission shall define the operating procedures of the advisory committees, assuring compliance with the Arizona Open Meeting Law, and the City's Board and Commission Members' Handbook, including, but not limited to:

1. The advisory committees shall report on their activities to the Transportation Commission at each commission meeting.
2. The advisory committees shall investigate, consider, and make recommendations to the Transportation Commission on items assigned to them by the Commission regarding their respective areas of interest.
3. The advisory committees shall bring to the Transportation Commission items of a planning, design, or regulatory nature that come to their attention regarding the City's pedestrian and bikeway systems.

(Ord. No. 2007-21, Amended 03/06/2007); (Ord. No. 2007-21, Amended 02/06/2007); (Ordinance No. 2010-14, 06/15/2010)

~~SECTION 2-12-001-0007~~ ~~APPEAL PROCEDURE:~~

~~Traffic regulation decisions of the Transportation Commission, as set forth in Section 2-12-001-0006 A., may be appealed by any aggrieved party to the City Council by presentation of a request for such an appeal in writing to the Traffic Engineering Section within ten (10) working days of the date of the Commission's action. The appeal shall be placed on the currently open agenda for the next regularly scheduled Council Meeting. The Council may hear arguments and shall make the final decision on the matter. (Ord. 1349, 2-19-85); (Ord. No. 2007-21, Amended 02/06/2007); (Ordinance No. 2010-14, 06/15/2010)~~

SECTION 2. That the City Clerk be authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary; and that the City Clerk be authorized to make formatting changes needed for purposes of clarity and form, if required, to be consistent with Flagstaff City Code.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this _____ day of _____, 2013.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Kimberly Sharp, AICP, Comprehensive Planning Manager

Date: 08/22/2013

Meeting Date: 09/03/2013



TITLE

Flagstaff Regional Plan Discussion #1 - Process and Introduction

RECOMMENDED ACTION:

Discussion

INFORMATION

The ***Flagstaff Area Land Use and Transportation Plan*** (2001) began an update process in 2008 with a Citizen Advisory Committee (CAC) established by ordinance 2008-34. The original CAC members were selected from publicly solicited applicants, both city and county residents. City Councilmembers and County Supervisors assisted a team in selecting the CAC members, with the intent of a diverse group representing the community at large.

From March 2008-July 2013, the CAC met monthly and took into consideration existing Regional Plan goals and policies along with the thousands of public comments gathered on the state-statute required topics for the plan (open space, land use, transportation, etc.). With over 200 open houses, focus group meetings and working group meetings, the Regional Plan was drafted as a community vision. A public review of the Flagstaff Regional Plan 2030: Place Matters document was released March 28, 2013. Over 700 editing comments were gathered during the 60-day public comment period, via e-mail, mail, and comment cards. During this public comment period, 60 community groups hosted a regional plan presentation and discussion. In June and July, 2013, the CAC re-convened to review and incorporate the suggested edits from the public and initial Planning & Zoning Commission discussions.

The document before you, ***The Flagstaff Regional Plan 2030: Place Matters***, is titled "Public Hearing Draft". Through public input at the City and County Planning and Zoning Commission meetings, City Council and the County Board of Supervisor meetings, the document will continue to receive editing and refinement over the next few months.

The suggested path forward for the continual editing process in public meetings is:

- August 21, September 4 and September 11 – City Planning & Zoning Commission
- August 27 and September 24 – County Planning & Zoning Commission
- **City Council work sessions – every Tuesday for 16 weeks.**
 - Process: (15 min.) Staff introduces chapter; (45 min.) public comments; (15 min.) Council asks questions, points out items of concern and identifies topic/items of concern to go on the 'parking lot' for future Council debate and decision.
 - **September 9 – JOINT CITY COUNCIL / BOARD OF SUPERVISORS MEETING**

- **September 10** – *Environment, open space*
- **September 17**–*water*
- **September 24**–*energy*
- **October 1** – *community character*
- **October 8**- *land use*
- **October 15** - *cost of development, transportation*
- **October 22** – *public facilities & recreation*
- **October 29** – *neighborhood, housing, urban conservation*
- **November 5**– *economic development*
- **November 12** Implementation
- **November 18** – JOINT CITY COUNCIL / BOARD OF SUPERVISORS MEETING- Public Hearing #1
- **November 19** - Parking lot items discussed, debated and decided upon.
- **November 26**– Summarize Council amendments thus far; continue parking lot items.
- **December 3** –Public Hearing #2 and parking lot items
- ***Date tbd** – Possible Council retreat to deliberate and decide??
- **December 10** –Receive BOS amendments. Finish parking lot item decisions; public concerns; voter ballot language
- **December 17** –Summary of all Council changes. Adoption & call for election

Attachments: Regional Plan Introduction

FLAGSTAFF REGIONAL PLAN

2030

PLACE MATTERS



Flagstaff City Council
September 3, 2013

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Photo by: Julia Bacon

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Photo by: Tom Bean

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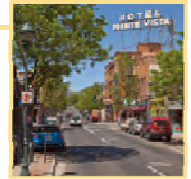


Photo by: Tom Bean

This is our plan

- Vision
- Guiding Principles
- A Sustainable Flagstaff
- Goals, Policies, Strategies



The Regional Plan is a Vision

The greater Flagstaff community embraces the region's extraordinary cultural and ecological setting in the Colorado Plateau through active stewardship of the natural and built environments. Residents and visitors encourage and advance intellectual, environmental, social, and economic vitality for today's citizens and future generations.

Guiding Principles

- The environment matters
- Prosperity matters
- Sustainability matters
- People matter
- A smart & connected community matters
- Place matters
- Trust & transparency matter
- Cooperation matters



Why have a Regional Plan?

- Required by AZ State Law
- AND it is needed for the community
- Creates a BALANCED vision for the future
- Guides preservation and expenditure of resources
- For the City of Flagstaff – it is the GENERAL PLAN
- For Coconino County – it is an amendment to the COUNTY COMPREHENSIVE PLAN



Goals, Policies, & Strategies

A **GOAL** is a desired result a community envisions and commits to achieve.

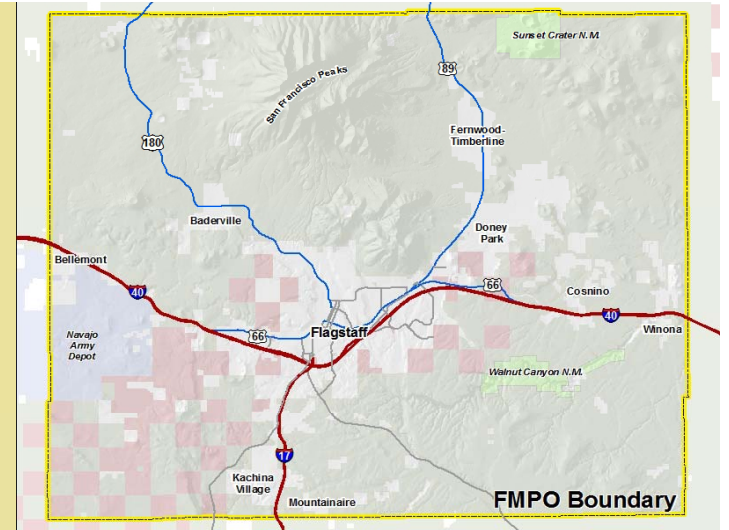
A **POLICY** is a deliberate course of action, mostly directed at decision makers in government, but also may be for institutional and business leaders – to guide decisions and achieve stated goals.

STRATEGIES are suggested ideas of how to specifically implement policies.

Appendix B

This is Flagstaff

- Northern Arizona Region
- Elevation, climate, communities
- History



This is Flagstaff

- Northern Arizona Region
- Elevation, climate, communities
- History

1855 – Lt. Edward Fitzgerald Beale surveys a road from the Rio Grande in New Mexico to Fort Tejon in California, flying the United States flag from a straight Ponderosa Pine tree at his camp near the current location of Flagstaff

1876 – Thomas F. McMillan builds the first permanent settlement at the base of Mars Hill on the west side of town

1880s – Flagstaff opens its first post office and attracts the railroad, timber, sheep, and cattle industries

1886 – Flagstaff is the largest city on the railroad line between Albuquerque and the west coast

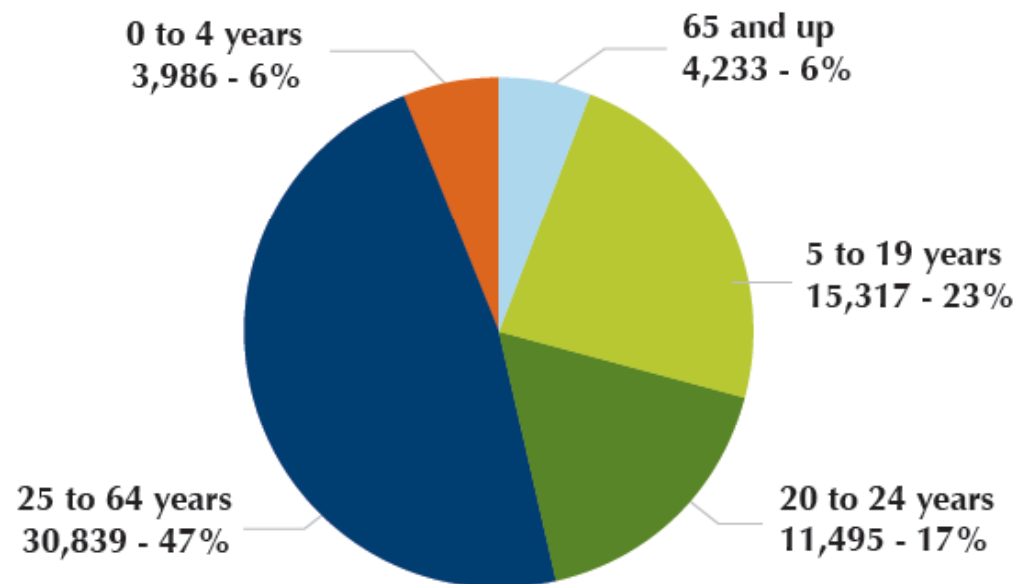
1894 – Massachusetts astronomer Percival Lowell hires A.E. Douglass to scout an ideal site for a new observatory, which later becomes the Lowell Observatory in Flagstaff, chosen for its ideal elevation

1890s – Flagstaff is located along one of the busiest railroad corridors in the country, with 80 to 100 trains traveling through the city each day

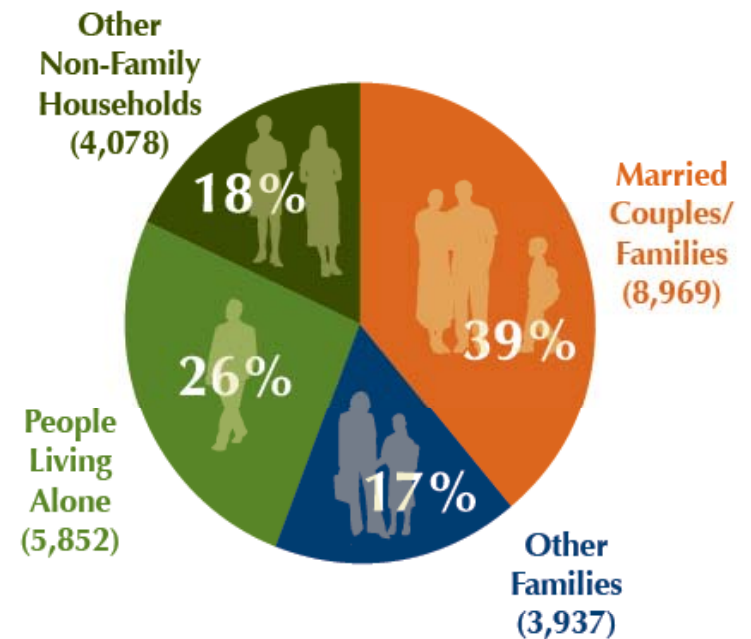


Where we are today

Population Age
City of Flagstaff, 2010



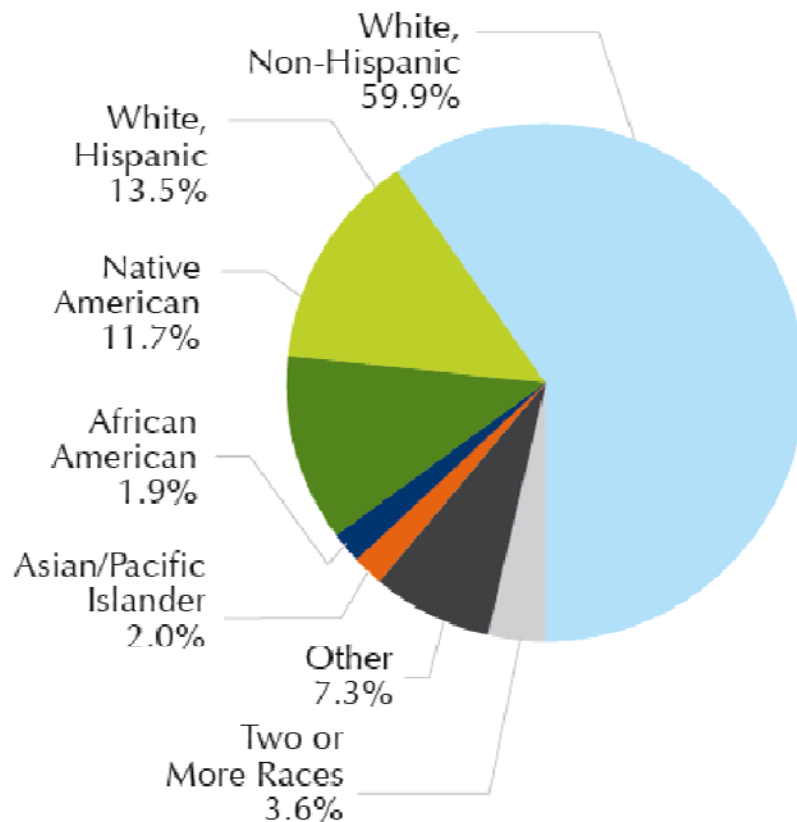
Household Types
City of Flagstaff, 2010



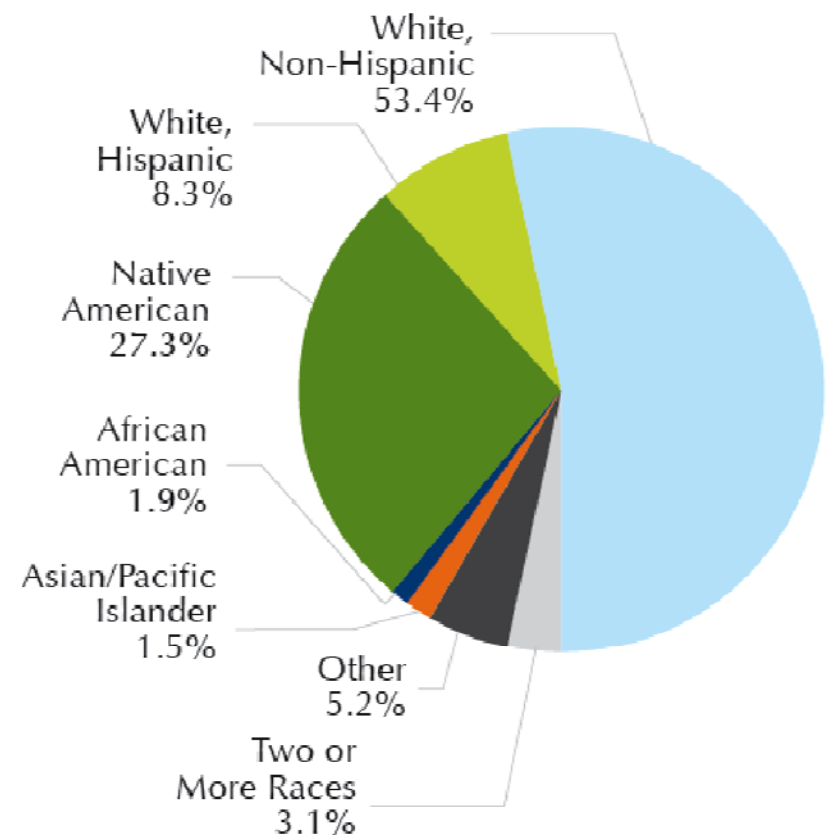
46% of Flagstaff's population
is under the age of 25

Where we are today

Ethnicity
City of Flagstaff, 2010



Ethnicity
Coconino County, 2010



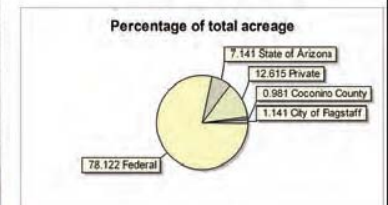
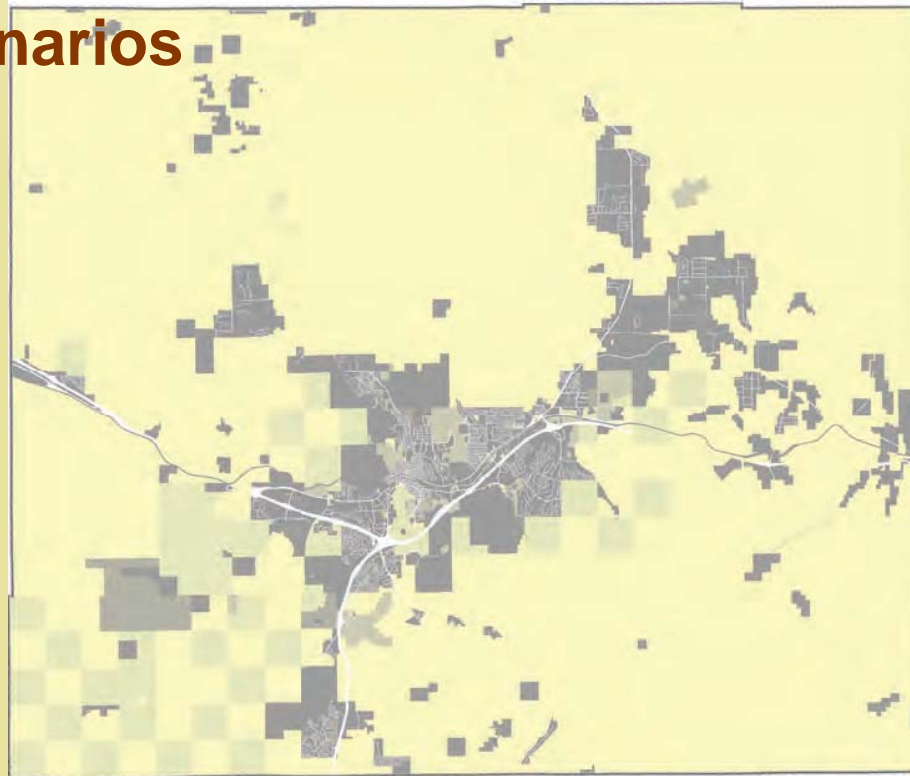
Future Population Projections



SOURCE: Arizona Department of Administration, Office of Employment and Population Statistics
Flagstaff and FMPO projected populations based on slowly increasing percent of County population and include NAU students.

Growth Constraints

- Land Constraints
- Water Constraints
- Growth Scenarios



Growth Constraints

- Land Constraints
- Water Constraints
- Growth Scenarios

Preferred Land Use Scenario (Scenario E)

Following submittal of the *Development Scenarios Summary* in June 2012, the *Flagstaff Regional Plan* Citizens Advisory Committee (CAC) spent the duration of 2012 and early 2013 refining elements of the *Regional Plan*, including the land use element. This effort culminated in the release of the draft *Regional Plan* on March 28, 2013. A

"Growth Illustration Map" was included in the draft *Regional Plan* that generally reflects a revised version of Scenario D, with adjustments made by the Planning Staff and CAC members – called Preferred Scenario E. The following example indicators show how well Scenario E performs. One can see that more suburban development means more vehicles miles traveled, greater emissions and greater water demand. More urban-type development results in fewer vehicle miles traveled, fewer emissions, and less water demand.

Example Indicators	Scenario A	Scenario B	Scenario E
Land Consumed – building footprint acres	699	690	648
Land consumed in wildlife corridors	4,797	3,623	3,135
Acres of consumed unprotected open space	2,340	1,959	973
Cost of developing protected open space	11.2M	8.9M	20M
Mobility – Vehicle Miles Traveled	2,655,340	2,466,875	2,262,498
Housing mix – Single Family / Multifamily (apt & townhome)	20,623 / 7,275	15,140 / 12,612	13,259 / 13,082
Residential Water demand	5,946,143	5,566,229	5,438,536
Population within 1/2 mile proximity to parks	24,228	33,080	36,999
Capital costs to build – leisure, public safety, utilities, transportation, transit	\$5,120,820,000	\$5,221,210,000	\$5,258,950,000
Annual Operation and maintenance costs-transportation + utilities	\$ 9,117,000	\$ 8,585,000	\$ 8,007,000
Property tax revenues	\$ 82,408,000	\$ 80,204,000	\$ 82,896,000
Sales tax revenues	\$ 11,180,000	\$ 11,120,000	\$ 11,030,000

How this plan works:

- **WHO the plan is for** – *residents, businesses, elected officials, City and County departments, development community, interest groups, resource agencies, future generations.*
- **The Plan is used for decision making** – *P&Z, Council and Board of Supervisors recognize conflicts and make choices*

The Regional Plan provides choice



Art
Babbott



Liz
Archuleta



Matt
Ryan

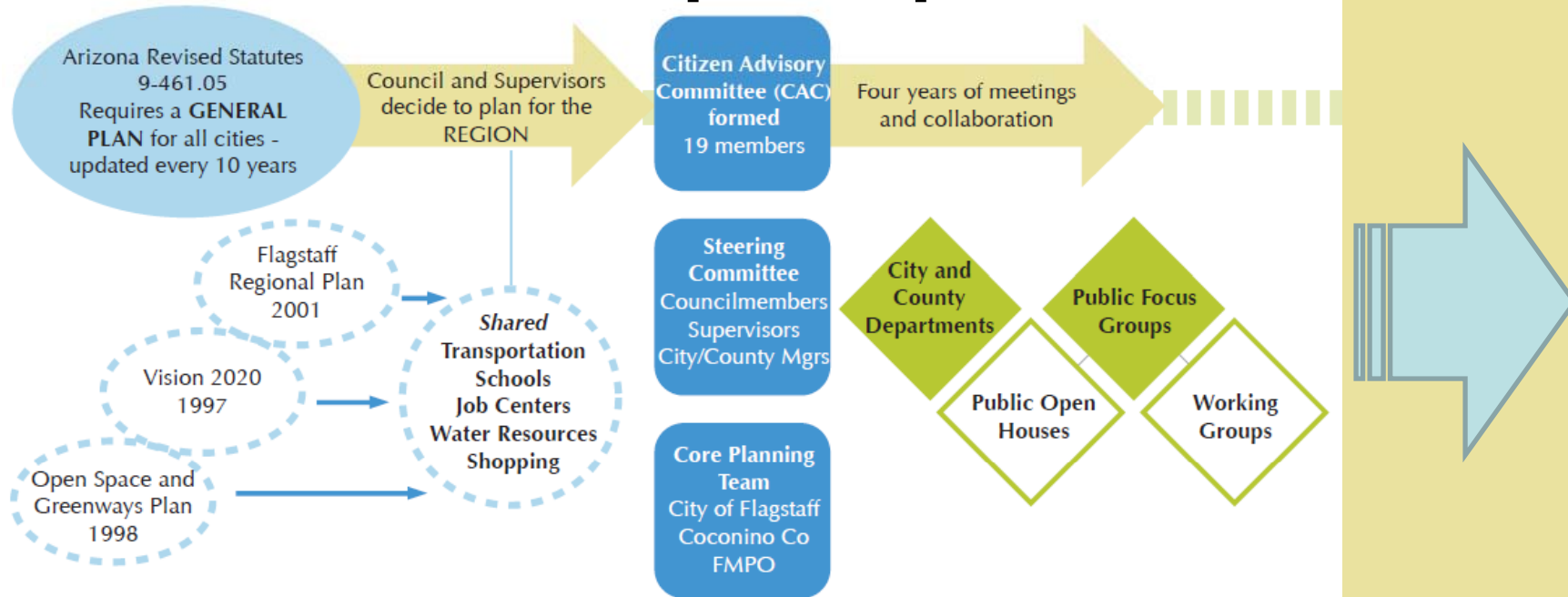


Mandy
Metzger



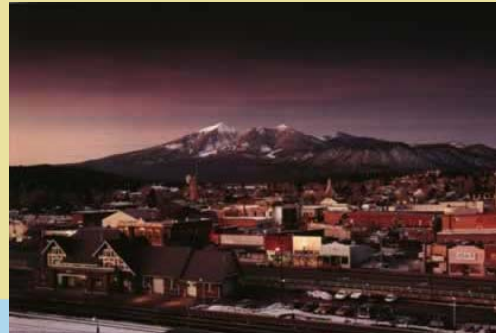
Lena
Fowler

Process to develop this plan:

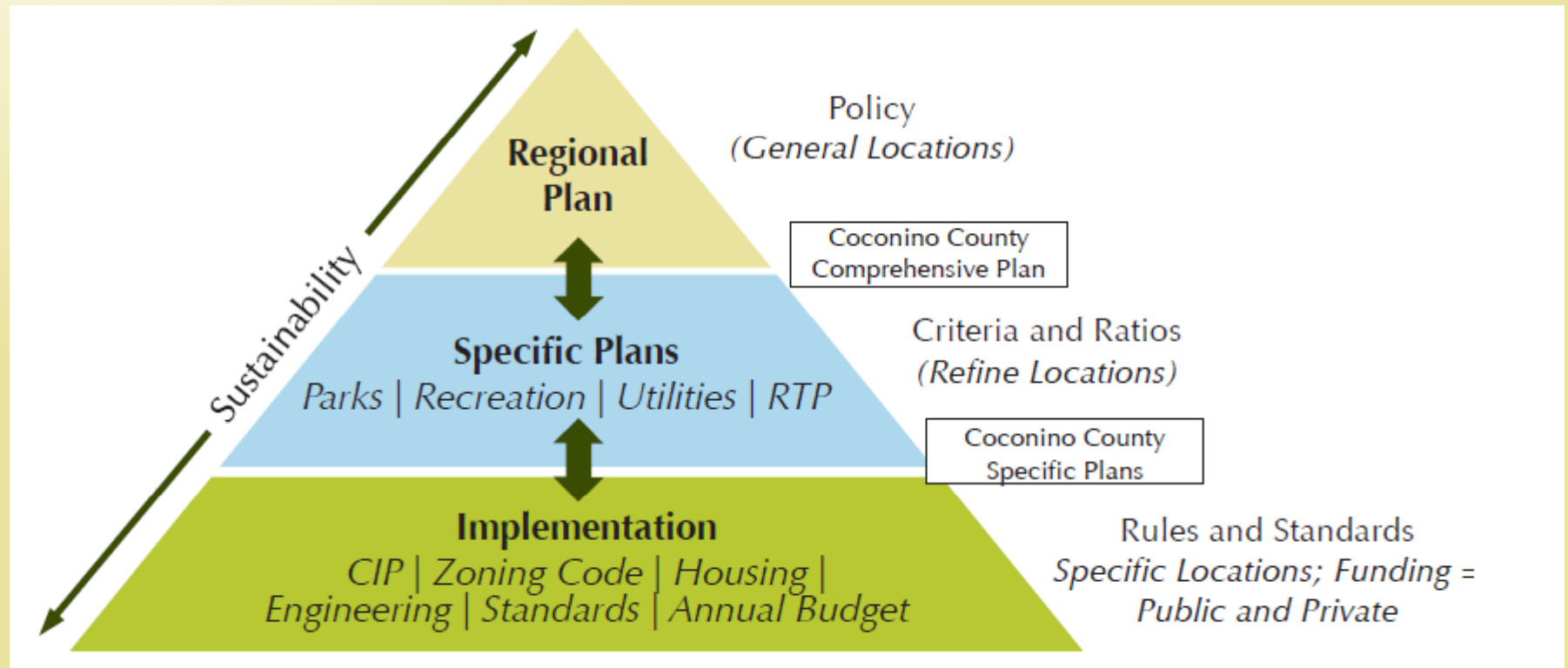


How will the Regional Plan be used?

- Flagstaff city government – decision making and accountability
- Guide for physical and economic development goals, policies and investments
- Elected officials resolve conflicting goals and policies
- Acknowledges preservation of current legal rights



Implementation



Annual Plan Review and Monitoring

To ensure that it continues to reflect core community values and to evaluate how new developments have been approved in compliance with the plan. An annual review will:

- Document community indicators (*population, ave. wage, jobs, etc.*)
- Document growth trends and compare those trends to plan objectives
- List development actions that affect the plan's provisions
- Explain difficulties in implementing the plan
- Review outside agencies' actions affecting the plan
- Identify proposed strategies to be pursued the coming year

Partial Future Schedule

- **September 4** – P&Z Public Hearing #2; 5 pm,
Mount Elden Middle School
- **September 9** – *Joint City Council/Board of Supervisors Meeting;
CAC Thank You!*
- **September 11** – P&Z Recommendation to Council; 4 pm,
Council Chambers
- **September 24** – County P&Z Public Hearing; 5:50 pm,
219 E. Cherry St.
- **September 10 – November 12** – Weekly Council meetings – one
chapter each week with public comment.
- **November 18** – Joint City/County – Public Hearing #1
- **December 3** – City Council Public Hearing #2
- **December 17** – Council Adoption



www.flagstaffmatters.com



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Co-Submitter: Michelle D'Andrea, City Attorney
Date: 08/22/2013
Meeting Date: 09/03/2013



TITLE

Discussion of Election Issues

RECOMMENDED ACTION:

Discuss and provide direction to staff

INFORMATION

City Attorney Michelle D'Andrea will provide an update to Council on the recent ruling in Pima County Superior Court regarding charter cities and elections, and staff will provide an overview of various options available for moving forward in the 2014 election process.

Attachments: Election Issues

2014 ELECTION ISSUES

1. DATES FOR ELECTION(S)

- A. Next candidate election is in 2014
- B. Beginning in 2014, ARS §16-204 requires all candidate elections to be held in the fall.
 - i. Law challenged by Tucson and Phoenix. Superior Court ruled in favor of Tucson and Phoenix. State has until 9/12/2013 to file an appeal. Current ruling does not apply to other cities/towns. If appealed and COA rules in favor of Tucson and Phoenix the reasoning would be precedent that would apply to other charter cities/towns
 - ii. If appealed, will not have ruling until later in fall
- C. **For a Spring Election**, Council would call election in September if we follow the regular schedule (or later with reduced petition circulation time)
 - i. City election could be a Vote-by-Mail Election
 - ii. Cost of Vote-by-Mail Election: \$2.50/voter vs. \$5.00/voter for Polling Place Election
 - iii. County wants to hold Vote-by-Mail Election in Spring
- D. **For a Fall Election**, a few issues to consider:
 - i. City election held in conjunction with County/Statewide ballot
 - a. City items at end of ballot
 - b. Polling Place Election
 - c. Cost is \$2/voter when combined with County
 - d. May increase time for receiving election results
 - ii. Unaffiliated voter issue
 - a. Changes voter demographics for Primary election
 - b. Unaffiliated PEVL (Permanent Early Voter List) voters have to tell Elections Office what ballot they want OR THEY DO NOT GET MAILED A BALLOT

- c. County will need to do non-partisan ballot for those only wanting to vote in City election
 - d. City candidates will not be able to send observers because only political parties can designate observers for ballot counting
- iii. City's late candidate filing deadline creates timing problems (see below)
 - a. Ballot printing
 - b. UOCAVA (Overseas) mailing
 - c. Testing ballots prior to early voting beginning & distribution of early voting ballots & supplies to early voting sites

2. TYPES OF ELECTIONS

- A. Mayor/Council Candidates (Spring or Fall)
- B. Regional Plan (Spring)
- C. Transportation Tax (Must be held at City's General Election)

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stephanie Smith, Executive Assistant to City Manager

Co-Submitter: Kevin Burke, City Manager

Date: 07/18/2013

Meeting Date: 09/03/2013



TITLE

Discussion of Transportation Tax Proposal

RECOMMENDED ACTION:

Direction on a proposal for addressing long term transportation needs with new revenue sources, including the need to repair, replace and maintain existing City streets.

INFORMATION

Background

Council's first goal is to "repair, replace and maintain infrastructure (streets and utilities)."

In FY2013, staff completed an analysis on the condition of critical City infrastructure, including existing City streets. Through this effort, the current and targeted conditions of streets were assessed. The purpose of that assessment was to help fully understand cost to maintain the City's critical infrastructure and projected infrastructure needs.

Through the FY2014 Budget process we learned that the City requires approximately \$50M to bring existing streets up to the target condition of 70 out of 100 Overall Condition Index (OCI). Additionally, staff showed that once the repairs, replacements and/or maintenance is completed, it will require \$4.5M per year on-going to keep the street in the target condition. This is a number that cannot be achieved simply through re-allocation of existing budget dollars. Moreover, staff showed that if the catch-up is not done quickly, in five years it will cost approximately \$88M and in 10 years it will cost \$120M (using 2012 pricing) to bring roads to target condition.

Therefore, staff was directed to explore ways to address this issue with new revenue sources. On April 9, 2013, Council examined several options for long term transportation funding. Staff was further directed to confer with other agencies about competing revenue requests and larger transportation issues.

Highlights for FY2014 Budget

- Increased on-going pavement preservation from \$1.2M to \$2.2M.
- Increased one time pavement preservation from \$0 to \$1M.

Interagency Considerations

Staff conferred with Flagstaff Unified School District (FUSD), Coconino County, Coconino Community

College (CCC), and Northern Arizona University (NAU) through the Alliance for the 21st Century. We learned that CCC will likely be placing a property tax question on the ballot in November 2013. We also learned that FUSD will be placing the renewal of a property tax question on the ballot in November 2014.

In conferring with Coconino County staff, they are facing the same maintenance and service delivery conundrum with County and Forest Service roads. A legal option available to counties is to create a dedicated revenue source to fund county-wide transportation issues. This would cover all of Coconino County and could not be limited to smaller sections (such as FMPO boundaries).

City staff has been regularly meeting with NAIPTA, FMPO and County staff on this topic. NAIPTA provides transit services through a 0.295% sales tax and FMPO provides planning services for FUTS, bike and regional road projects. Through these discussions, staff would like to bring forward the following proposals.

Conditions

- Sales Tax is the preferred revenue source:
 - 1/10 of 1% generates approximately \$1.5M per year vs. 2% increase in property tax generates approximately \$100,000.
 - 50% of sales tax revenue is paid by non-residents.
 - The combined state and local sales tax rate recently decreased 1% due to the sunset of the 1% temporary State sales tax increase.
- Of the City's current 1.721% sales tax, .721% is dedicated by the voters to pay for transportation as follows:
 - 0.295% goes to NAIPTA for Transit Services
 - 0.16% goes for the debt service for the 4th Street Rail Road Overpass.
 - 0.186% goes for Regional Transportation Plan (RTP) Improvements such as the Soliere Avenue connection, Empire Avenue connection, West Street improvements, and forthcoming Beulah Boulevard Extension, and University Avenue intersection realignment.
 - 0.08% goes to Safe Schools improvements which funds sidewalks, crossings and pick-up/drop-off zones at most elementary schools.
 - This tax is set to expire in 2020.
- \$50M of street repairs and maintenance would likely take at least 3 years of construction.
- Currently \$2.2M in on-going funding is budgeted between HURF and General Fund for maintenance.
- Municipal sales tax elections must be held at General Elections.
- If the Cities of Phoenix and Tucson are successful in their lawsuit against the State, Flagstaff can hold this election in May 2014.
- If the Cities of Phoenix and Tucson are unsuccessful in their lawsuit against the State, Flagstaff would have to hold this election in November of 2014 at the earliest.
- The Arizona State Legislature has moved all municipal general elections to November of even years.
- Flagstaff voters are scheduled to vote on the Regional Plan in May 2014. This election is already budgeted. If Flagstaff is able to hold this election in May 2014, then election costs would be significantly less than if held in November 2014. In addition, outreach efforts and resources would be efficiently coordinated.
- Any possible County proposal for a dedicated revenue source to fund county-wide transportation issues could be voted upon in November 2014 or possibly May 2014.
- Recommendation is to continue efforts to recover HURF funding from State and allocate to the on-going maintenance costs.
- Recommendation is to continue with proposal even if Coconino County does not move forward with a ballot proposal. If County does move forward, City will work with the County to consider opportunities for funding some transportation projects with the County's dedicated revenue source.

Proposal Details

- Question #1: Repair, replace and maintain existing streets – $0.279\% = \$4.2\text{M a year} / \$63\text{M over 15 years} / \$105\text{M over 25 years}$.
 - Borrow \$50M in Years 1-3 to address projects.
 - Pay debt service over 15 years (would require all \$4.2M annually).
 - Pay debt service over 25 years (requires \$3M annually).
 - Balance:
 - \$1M annually toward on-going maintenance. Balance to come from General Fund and HURF.
 - \$200,000 annually toward FUTS capital and maintenance.
 - Authorize any ancillary repairs to streets such as curb, gutter, sidewalks, bridges, and bike lanes.
- Question #2A: Transit – from 0.295% to $0.3\% = \$4.5\text{M/year total}$, or a \$100,000 increment
 - Maintains all existing services
 - Hybrid Fund becomes capital fund
- If the incremental rate of 0.279% will be used to fund a bond issue for 15 yrs then ongoing maintenance of \$2.3M will be needed from this fund. If the 0.279% can be used to pay debt issued for a 25 year term, then ongoing maintenance of \$1.3M will be needed from this source.
- Ability to pay-as-you-go or bond for projects (\$5M a year or \$100M over 20 years).
- May spend up to \$70 million on RTP projects. Possible candidates:
 - \$50M Lone Tree Overpass
 - \$10M I-40 and 4th Street Bridge
 - \$10M JWP from Lake Mary to the Airport
- \$30M toward Rio de Flag (if three preceding projects funded).
- Authorize any ancillary repairs to streets such as curb, gutter, sidewalks, bridges, and bike lanes.
- Question #2B: RTP Improvements, Rio de Flag and Ongoing Maintenance $0.421\% = \$6.3\text{M a year}$

Proposal Options

Council directed staff to take a wholistic approach toward matching revenue with transportation needs. While both proposals accomplish this, one does so in a single election while the second accomplishes across multiple elections.

- Option 1 - Present 3-5* potential questions at the 2014 election:
 - Question #1: A new 0.279% sales tax increase for 25 years (2015 – 2040) to accomplish and maintain \$50 million repair and maintenance backlog
 - Not possible to finance a bond over more than 25 years.
 - May choose 15 or 20 years as an alternative with repercussions on on-going maintenance. (Question for Citizen Review Committee.)
 - Question #2: Extend the existing transportation sales tax of 0.721% to fund transit, regional transportation plan (RTP) improvements and Rio de Flag Flood Control Project.
 - From 2020 – 2040
 - Fund breakdown:
 - 0.3% for transit.
 - 0.421% for RTP improvements, Rio de Flag, and ongoing maintenance
 - Question #3: Authorization to bond for transportation projects and use these sales tax revenues as repayment source.
 - *A fourth question may need to be considered regarding the City's expenditure limitation. The City is statutorily restricted on the amount it can spend annually. As the City determines the path forward, analytics will be completed to assure the City has the appropriate authority to spend the additional dollars that will be generated through this rate increase. Should the City not have sufficient expenditure capacity, a fourth question will be proposed that increases this capacity.
 - A fifth question might be a dedicated revenue source to fund county-wide transportation issues.

- Option 2 – Present 4-5 questions over two elections.
 - Question #1A: Propose a new 0.279% sales tax increase for 25 years (2015 – 2040) to accomplish and maintain \$50M repair and maintenance backlog. Propose at the November 2014 election. Or
 - Question #1B: Propose a 1.0% sales tax for 3.5 years (Jan 2015 – June 2018) to accomplish and maintain \$50 million repair and maintenance backlog. No additional funds for on-going maintenance. Propose at the November 2014 election.
 - Question #2A: Propose extending the NAIPTA Transit tax of 0.3% for 20 years (from 2020 – 2040) at the 2018 election.
 - Question #2B: Propose renewing the transportation sales tax at 0.321% to fund transportation improvement, ongoing maintenance costs and FUTS projects over 20 years (2020 – 2040) at the 2018 election.
 - Question #4: propose a 0.1% sales tax to partially fund the Rio de Flag Flood Control project over 20 years (2020-2040) at the 2018 election.
 - A fifth question might be a dedicated revenue source to fund county-wide transportation issues.

Discussion Questions

1. Is Council interested in exploring this proposition further?
2. Should Rio de Flag be included or should it be strictly transportation related?
3. Are you willing to file an amicus brief in the Phoenix and Tucson lawsuit at the appellate level to advocate for the possibility of May general elections?
4. Should we take this to a Citizen Review Committee for comments and alternatives?
 - a. Role of Committee – identify scope and tasks
 - b. Sales or Property Tax
 - c. Rio de Flag Flood Control Project
 - d. How to frame the ballot questions and single election or two elections
 - e. Publicity Pamphlet

Attachments: Transportation Tax - Promises Made, Promises Kept
 Transit Tax - Promises Made, Promises Kept
 PowerPoint

PROMISES MADE – PROMISES KEPT

TRANSPORTATION DECISION 2000

In May 2000, the citizens of Flagstaff passed several transportation sales tax proposals to fund transportation projects for the next twenty years. Following is a list highlighting many of the projects completed or pending within that 20-year time frame. Many projects used tax funds to leverage grants or partnerships. Transit was included in that 2000 discussion and approved for a 10-year horizon. Voters elected to expand and extend transit funding in 2008. Northern Arizona Intergovernmental Public Transit Authority (NAIPTA), the local transit provider, has likewise delivered on these promises and has its own report. (*indicates program or project identified in publicity pamphlet)

Fourth Street Overpass

- *\$38.1M Spent to Date*
- *Prop 401A – Fourth Street Overpass (Yes: 68.5% No: 31.5%)*
- *Prop 401B – Fourth Street Overpass Bonding Authority (Yes: 68.1% No: 31.9%)*

Traffic Flow and Safety

- *\$66.4M Spent to Date*
- *Prop 403 – Traffic Flow and Safety Improvements (Yes: 68.5% No: 31.5%)*

Roads and Safety Projects

- West Street/West Arrowhead Corridor and intersections improvements*
- Beulah extension(pending)*
- University Avenue realignment (pending)*
- Industrial Drive/Fanning Wash Paving and Construction (some pending)*
- Soliere Avenue connection*
- Country Club Drive widening*
- Signal timing plan and installation of GPS clocks*
- East Flagstaff Gateway (partnership and coordination with Westcor on Mall expansion)
- Huntington Drive improvements
- Empire Avenue connection
- Ponderosa Parkway and signal improvements
- Lake Mary Road widening (leveraged grant)
- Country Club/Oakmont intersection improvements (pending)
- Butler/Fourth Street intersection improvements (pending)
- Lone Tree Road reconstruction (pending)

Safe-to-School, Bicycle and Pedestrian

- \$9.3M Spent to Date
- Prop 400 – Safe-to-School and Pedestrian and Bike Projects (Yes: 69.2% No: 30.8%)

*Safe-to-School Projects**

NOTE: Some projects were coordinated with FUSD Adjacent Ways funds

- DeMiguel Elementary pedestrian crossing and sidewalks
- Thomas Elementary sidewalks, road narrowing and pick up / drop off
- Killip Elementary sidewalks, pedestrian crossing and pickup / drop off
- Marshall Elementary, sidewalks, pedestrian crossing and pickup/drop off
- South Beaver Elementary, sidewalks, pedestrian crossing and pickup/drop off
- Sechrist Elementary, sidewalks, pedestrian crossing and pickup/drop off
- Kinsey Elementary, sidewalks and pedestrian crossing
- Mt. Elden Middle School/Puente de Hozo, sidewalks and pedestrian crossing

*Pedestrian Projects Including Trails**

- Woodlands Village Boulevard sidewalks and medians
- E. Flagstaff Traffic Interchange – FUTS components (leverage)
- US 89 Multiuse Trail: Snowflake to Railhead (leverage)
- Old Route 66: Country Club to Mall Way (leverage)
- E. Route 66: Beaver to San Francisco (leverage)
- Southside improvements: Beaver/San Francisco (leverage)
- Milton-Sitgreaves ADA accessible sidewalk ramp (partner with ADOT)

*Bicycle Projects**

- Butler Avenue bike lanes
- Soliere Avenue bike lanes
- Restriping efforts on several collectors

Other

- Quiet Zone project
- Lone Tree Corridor Study
- Miscellaneous traffic signal projects
- Dirt Road Paving: Branden, Gabel
- Dodge Avenue traffic calming
- Butler Avenue medians

PROMISES MADE – PROMISES KEPT

TRANSIT TAX

In 2008 Flagstaff Voters approved five ballot measures to continue and expand Mountain Line service. Here is what NAIPTA did:

Proposition 401: Continue Mountain Line Service

Mountain Line has continued and ridership and efficiency have grown dramatically. Mountain Line and Mountain Link now provide 1.75 million trips per year- up nearly 95% since you voted.

Proposition 402: Hybrid Electric Buses

Three-quarters of our fleet is comprised of hybrid electric buses and additional clean-air buses are scheduled for delivery during the next 18 months.

Proposition 403: Mountain Link Route between Downtown, NAU and Woodlands Village

Mountain link was introduced in August 2011. This high frequency route now provides more than 4000 trips per day during the school year. Its success is the foundation of our future plans.

Proposition 404: Bus Service in New Areas

Mountain Line has added Route 7, offering new or expanded service to Sunnyside, Huntington corridor, Aquaplex, Butler Ave., Old Route 66 and Woodlands Village.

Proposition 405: More Frequent Bus Service

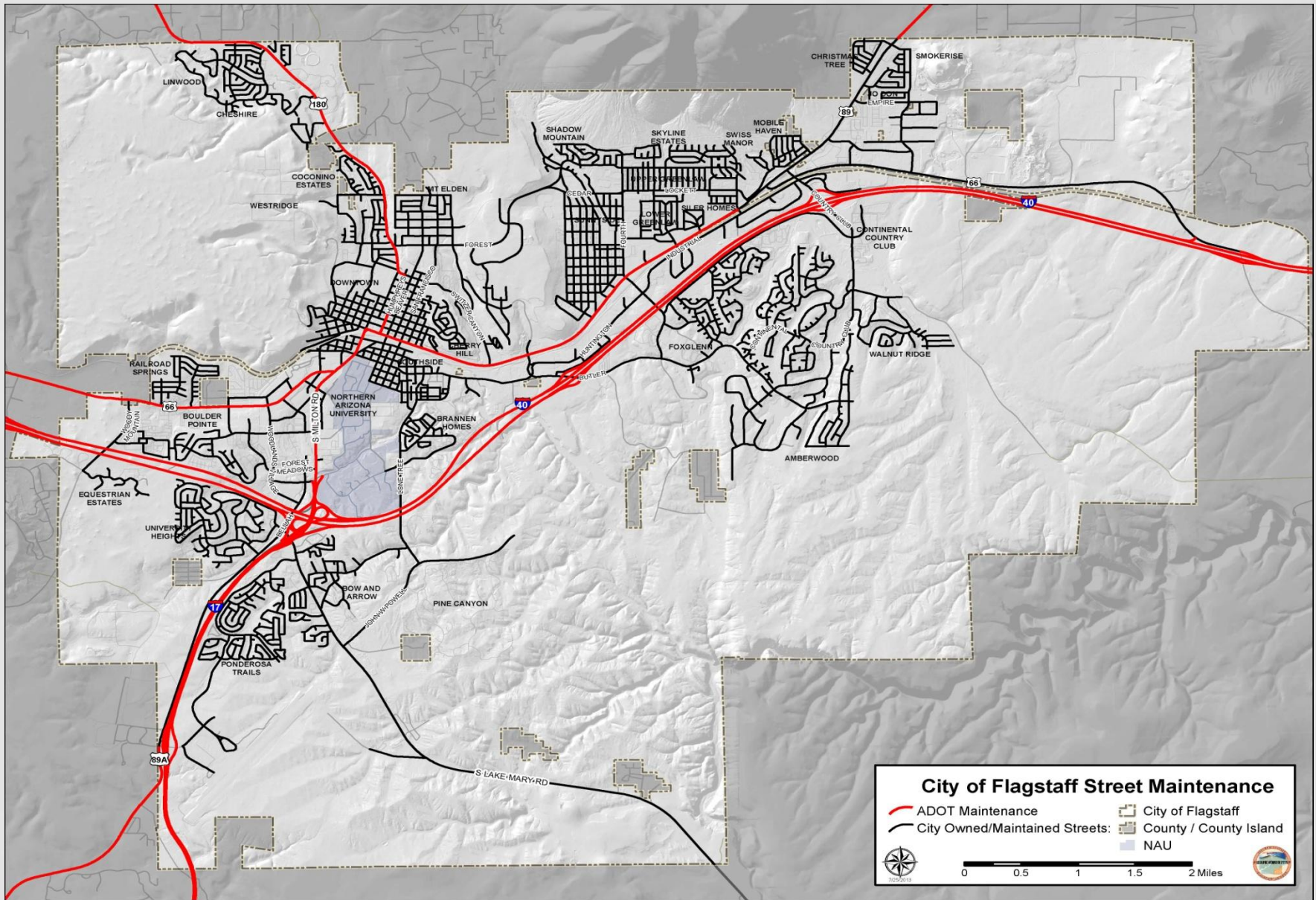
Mountain Line has increased frequency on the popular Route 4, bringing 20-minute peak service to Coconino Community College, Milton Rd., Woodlands Village and Lake Mary Rd.

TRANSPORTATION TAX PROPOSAL

September 3, 2013

Overview

- Background
- Interagency Considerations
- Conditions
- Proposal
 - Option #1
 - Option #2
- Council Discussion



Transportation Tax Proposal

Background

- Council Goal: “Repair, Replace and Maintain Infrastructure” (Streets and Utilities)
- QIC Assessment
 - Condition of City infrastructure is below target
 - Projected infrastructure needs: \$50M to repair existing streets to target and \$4.5M/year to maintain



Transportation Tax Proposal



Transportation Tax Proposal

Background

- April 2013: Council direction to explore new revenue and confer with other agencies
- FY2014 Budget Highlights
 - Increased on-going pavement preservation from \$1.2M to \$2.2M.
 - Increased one time pavement preservation from \$0 to \$1M.

Interagency Considerations

- Meeting with Alliance for the 21st Century
- November 2013: CCC property tax question
- November 2014: FUSD renewal of property tax
- Coconino County: Faced with similar funding challenges
- NAIPTA: Part of our current Transportation Sales Tax

Conditions

- Sales Tax is preferred revenue source
 - 1/10 of 1% generates \$1.5M
- Current Transportation Sales Tax is 0.721%
 - 0.291% - NAIPTA, 0.16% - Debt Service (4th Street Overpass), 0.186 – RTP, 0.08% - Safe Schools
 - Set to expire 2020
- 2014 election options
 - May 2014 – *Pending Determination of Appeals*
 - November 2014
- Regional Plan

Bonds and Revenue

- Bonds are a financing tool.
- Bonds are not a revenue source.
- Need a revenue source to pay for bonds.
 - Sales Tax (ex: 4th Street Overpass)
 - Property Tax (ex: fire station)
 - Rents (ex: Innovation Mesa)

Proposal

- Proposal consists of 2 options to address long term transportation needs:
 - 1: Propose all questions in single 2014 election
 - 2: Propose questions over multiple elections
- Continue efforts to recover HURF funding from State.
- Possible question for a dedicated revenue to address county-wide transportation needs.
 - Continue with proposal even if Coconino County does not move forward.

Proposal – Option #1
**Present all potential questions at a
single 2014 election.**

Proposal – Option 1:

Question #1

- A new 0.279% sales tax increase for street maintenance and pavement preservation
 - Sunset: 25, 20 or 15 years
 - \$4.2M a yr/ \$63M over 15 yrs/ \$105 M over 25 yrs
 - Borrow \$50M in years 1-3 to address projects
 - Pay debt service (15 yrs: \$4.2M, 25 yrs: \$3M)
 - Balance:\$1M to maintenance and \$200K to FUTS

Proposal – Option 1:

Question #2A

- Renew Transit
 - Sunset: 2040
 - From 0.295% to 0.3%
 - \$4.5M a year
 - Maintain all existing services

Proposal – Option 1:

Question #2B

- System Improvements and Maintenance
 - Sunset: 2040
 - 0.42% = \$6.3M a year
 - \$1.3M - \$2.3M for ongoing maintenance
 - Ability to pay-as-you-go or bond for projects
 - (\$5M a year or \$100M over 20 years)
 - May spend up to \$70 million on RTP projects
 - Rio de Flag (\$30M)

Proposal – Option 1:

Question #3

- Authorization to bond for transportation projects.
- Use sales tax revenues as repayment source.

Proposal – Option #2

Present potential questions over
two elections: 2014 and 2018

Proposal – Option 2:

Question #1A

- A new 0.279% sales tax increase for street maintenance and pavement preservation
 - Sunset: 25
 - \$4.2M a yr/ \$105 M over 25 yrs
 - Borrow \$50M in years 1-3 to address projects
 - Pay debt service (25 yrs: \$3M)
 - Balance:\$1M to maintenance and \$200K to FUTS

Proposal – Option 2:

Question #1B

- A new 1.0% sales tax increase for street maintenance and pavement preservation
 - 2014 election
 - Sunset: 3 years
 - \$15M a yr/ \$50 M over 3.5 yrs
 - No additional funds for maintenance
 - No bonding required – pay as you go

Proposal – Option 2:

Question #2

- Propose extending Transit Tax of 0.3%
 - 2018 election
 - Sunset: 20 years
 - From 0.295% to 0.3%
 - \$4.5M a year

Proposal – Option 2:

Question #3

- Propose renewing Transportation Tax of 0.431%
 - 2018 election
 - Sunset: 20 years
 - \$6.3M a year
 - Fund transportation improvements, ongoing maintenance costs and FUTS projects

Proposal – Option 2:

Question #4

- Propose a 0.1% sales tax to partially fund the Rio de Flag Flood Control project
 - 2018 election
 - Sunset: 20 years
 - \$1.5M a year

Council Discussion

- Is Council interested in exploring this proposition further?
- If so, what is the desired proposal:
 - Increase to fund street maintenance and pavement preservation.
 - Extend tax for transit.
 - Extend tax for transportation improvements.
- Should Rio de Flag be included?

Council Discussion

- Should we take this to a Citizen Review Committee for comments and alternatives?
 - Role of Committee – identify scope and tasks
 - Sales or Property Tax
 - Identify RTP Projects
 - Rio de Flag Flood Control Project
 - How to frame the ballot questions
- Publicity Pamphlet

Questions and Council Direction